



College Station, TX

Meeting Agenda

City Council - Amended

1101 Texas Ave, College Station, TX 77840

Internet: <https://zoom.us/j/96728393278>

Phone: 888 475 4499 and Meeting ID: 967 2839 3278

December 8, 2022

4:00 PM

City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. **Call to Order.**
2. **Presentation of employee service awards.**
3. **Executive Session is Closed to the Public and Will Be Held in the 1938 Executive Conference Room. The Open Meeting Will Resume No Earlier Than 6:00 PM.**

Consultation with Attorney {Gov't Code Section 551.071}:

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed.

Litigation

- a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas
- b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas
- c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas
- d. Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division
- e. Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas

Legal Advice

- a. Legal advice regarding the process to acquire property generally located near the Carters Creek WWTP that is northeast of the intersection of Appomattox Dr. and N. Forest Pkwy. needed for the Carters Creek WWTP diversion lift station and force main.
- b. Legal advice regarding short term rentals.
- c. Legal advice related to disaster declarations.

Real Estate {Gov't Code Section 551.072}:

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Property generally located at the intersection of State Highway 6 South and Corporate Parkway in the Midtown Business Park.

Personnel {Gov't Code Section 551.074}:

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. Planning and Zoning Commission
- b. City Manager
- c. Council Self-Evaluation (Mayor Pro Tempore)

4. Reconvene from Executive Session and Take Action, if Any.

5. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at <https://forms.cstx.gov/Forms/CSCouncil> or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

6. Presentation - Proclamations, Awards, and Recognitions.

- 6.1. Presentation proclaiming December 11, 2022 as BCS Marathon Day.

Sponsors: Aubrey Nettles

Attachments: 1. 2022 BCS Marathon Proclamation

- 6.2. Presentation proclaiming December 10, 2022 as USA Track and Field National Junior Olympics Cross Country Championships Day.

Sponsors: Aubrey Nettles

Attachments: 1. 2022 USATF Proclamation

7. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker,

ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

8. Workshop Items.

8.1. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

Sponsors: Tanya Smith

Attachments: None

8.2. Presentation, discussion, and possible action regarding an overview of multi-family solid waste collections.

Sponsors: Emily Fisher

Attachments: None

8.3. Presentation and discussion in relation to the Texas A&M Student Senate Community Relations Committee.

Sponsors: Ross Brady

Attachments: 1. SGA Legislative Priorities

9. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

9.1. Presentation, discussion, and possible action of minutes for:

- November 21, 2022 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM112122 DRAFT Minutes

9.2. Presentation, discussion, and possible action regarding adoption of the 2023 Annual Council Calendar.

Sponsors: Tanya Smith

Attachments: 1. 2023 Council Meeting Calendar
2. 2023 Council Meetings and Holidays-Year at a glance 3

9.3. Presentation, discussion, and possible action approving a contract with Utility Restoration Services, Inc. for Annual Padmount Equipment Repair and Restoration in the amount of \$352,318.14.

Sponsors: Timothy Crabb

Attachments: 1. Contract is available for review in the City Secretary's Office

9.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 103, "Buildings and Building Regulations," Article VI, "Short Term Rental Registration".

Sponsors: Debbie Eller

Attachments: 1. CH 103 Art VI Short Term Rental Ord Amend 11-30-22

9.5. Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City crews or to be

delivered to the job site as requested for the maintenance of streets to BPI Materials LLC for an amount not to exceed \$2,105,000.

Sponsors: Emily Fisher

Attachments: 1. Tabulation

- 9.6. Presentation, discussion, and possible action regarding amending the City's contract with St. Joseph Regional Health Center for Employee Health Clinic operations and management services not to exceed \$252,250.

Sponsors: Alison Pond

Attachments: 1. Contract is available for review in the City Secretary's Office

- 9.7. Presentation, discussion, and possible action on a funding agreement with the Bryan/College Station Chamber of Commerce for FY23 in the amount of \$25,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. BCS Chamber of Commerce FY23 FA
2. BCS Chamber of Commerce FY23 Budget

- 9.8. Presentation, discussion, and possible action on a construction contract with MBC Management for \$1,492,316 for construction services for the Arnold Road Fleet Fuel Station, a construction contract with A1 Pump, Inc. for \$571,507 for construction services for the Arnold Road Fleet Fuel Station, the City's contingency of \$203,377 for a total appropriation of \$2,267,200 and rejection of all previous responses in RFP 21-039 and RFP 21-068 regarding the project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments: 1. Project Location Map - Arnold Rd Fuel Station

- 9.9. Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator.

Sponsors: Richard Mann

Attachments: 1. EMC Resolution 12-2022 (Tradd Mills) (1)
2. College Station - TDEM147- Rev 07.2021 (1)

- 9.10. Presentation, discussion, and possible action adopting a resolution supplementing resolution 04-28-22-8.5, authorizing a promissory note in the principal amount of \$2,808,000, pursuant to a contract for Loan Guarantee Assistance Under Section 108 of the Housing Community Development Act of 1974, as amended.

Sponsors: Debbie Eller

Attachments: 1. Resolution Supplementing Resolution 04-28-22-8.5
2. Exhibit A to Resolution
3. Exhibit B to Resolution

- 9.11. Presentation, discussion, and possible action regarding the City facilities and sub-facilities naming policy.

Sponsors: Bryan Woods

Attachments: 1. Council Naming Policy 11-29-22

- 9.12. Presentation, discussion, and possible action regarding an interlocal agreement for cooperative purchasing with the City of Georgetown.

Sponsors: Mary Ellen Leonard

Attachments: 1. Georgetown ILA

10. Regular Agenda.

- 10.1. Presentation, discussion, and possible action regarding a real estate contract for \$9,363,222 selling to Levcor Acquisition, LLC approximately 28.66 acres of land in the Midtown Business Park that is generally located near Midtown Drive and Corporate Parkway.

Sponsors: Natalie Ruiz

Attachments: 1. Real estate contract is on file with the City Secretary

- 10.2. Public hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 2 acres of land located at Harper’s Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway.

Sponsors: Robin Macias

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Applicant's Supporting Information
4. Rezoning Map
5. Future Land Use Map
6. Existing Concept Plan
7. Proposed Concept Plan

- 10.3. Public Hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 45 acres located at 700 Scott & White Drive.

Sponsors: Anthony Armstrong

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. PDD Ordinance 2010-3300
5. Applicant's Supporting Information
6. Proposed Concept Plan
7. Adopted Concept Plan
8. Rezoning Exhibit

- 10.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, “Unified Development Ordinance,” Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from O Office to MF Multi-Family on approximately 17 acres located at 400 Double Mountain Road.

Sponsors: Anthony Armstrong

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Future Land Use Exhibit
4. Rezoning Exhibit
5. Background Information

6. Applicant's Supporting Information

10.5. Presentation, discussion, and possible action regarding a funding agreement with Unlimited Potential for an amount not to exceed \$345,424 for the demolition of the dilapidated and unsafe structure at 1115 Anderson.

Sponsors: Debbie Eller

Attachments: 1. CDBG Funding Agreement - Unlimited Potential

10.6. Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Sponsors: Bryan Woods

Attachments: 1. December 8 Disaster Declaration Renewal Ordinance

11. Council Calendar - Council May Discuss Upcoming Events.

12. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

13. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

14. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

15. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on December 5, 2022 at 3:30 p.m.



Deputy City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

December 8, 2022
Item No. 6.1.
Proclamation for the BCS Marathon Day

Sponsor: Aubrey Nettles, Marketing Manager

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming December 11, 2022 as BCS Marathon Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Visit College Station is proud to partner with BCS Marathon as they bring twelve years of marathon greatness to College Station. Chris Field, Dan McClain and team have worked tirelessly for the benefit of local children's charities, donating more than \$1,000,000 from race proceeds. In addition, the race brings thousands of visitors to College Station annually, positively impacting our hotels and hospitality partners.

Budget & Financial Summary: None.

Attachments:

1. 2022 BCS Marathon Proclamation



Proclamation

WHEREAS, The first BCS Marathon was organized in 2011 by Mercy Project and its founder, Chris Field, to raise money to fulfill Mercy Project's mission: to partner with families and communities trapped in the cycle of poverty, empowering them with sustainable economic solutions in order to free children from forced labor; and

WHEREAS, The BCS Marathon and Race Series has hosted more than 65,000 runners, donated more than \$1,000,000 to local children's charities, and generated millions of dollars in economic impact over the past 12 years; and

WHEREAS, Runners from all 50 states and from more than 10 countries have participated in the BCS Marathon, which is planned annually by volunteers who are passionate about running and our community; and

WHEREAS, The City of College Station is grateful to everyone who organizes, participates in, and supports the BCS Marathon, and is proud to be a partner in such a positive event that improves lives around the world.

NOW, THEREFORE, I, John P. Nichols, as Mayor of College Station and on behalf of the entire College Station City Council do hereby proclaim the day of December 11, 2022, as:

BCS Marathon Day

and urge all citizens to join in celebrating the BCS Marathon for reaching the milestone of hosting its 12th event in our community.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station this 8th day of December, 2022.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

December 8, 2022
Item No. 6.2.
Proclamation for USA Track and Field

Sponsor: Aubrey Nettles, Marketing Manager

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming December 10, 2022 as USA Track and Field National Junior Olympics Cross Country Championships Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Visit College Station is proud to welcome The USA Track and Field National Junior Olympics Cross Country Championships to College Station. After winning the bid for this event in 2020, the team has worked diligently with USA Track and Field and community partners to execute a successful event for athletes and spectators alike. Join us in welcoming over 3,000 athletes, their families, and coaches to College Station, the Heart of Aggieland.

Budget & Financial Summary: None.

Attachments:

1. 2022 USATF Proclamation



Proclamation

WHEREAS, The USA Track and Field National Junior Olympics Cross Country Championships occurs annually for qualifying runners aged 7 to 18; and

WHEREAS, Thousands of runners from across the United States, along with their families and coaches, attend the championships; and

WHEREAS, In the fall of 2020, representatives from Texas A&M, College Station, and Bryan won the opportunity to host the 2022 USA Track and Field National Junior Olympic Cross Country Championships; and

WHEREAS, Visit College Station is excited to welcome over 3,000 athletes, their families and coaches to College Station, the Heart of Aggieland, for the 2022 USA Track and Field Junior Olympics Cross Country Championships.

NOW, THEREFORE, I, John P. Nichols, as Mayor of College Station and on behalf of the entire College Station City Council do hereby proclaim the day of December 10, 2022, as:

USA Track and Field National Junior Olympics Cross Country Championships Day

and we urge all citizens to join me in welcoming all athletes and guests to College Station, the Heart of Aggieland.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station this 8th day of December 2022.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

December 8, 2022
Item No. 8.2.
Multi-family Solid Waste Services

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an overview of multi-family solid waste collections.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): n/a

Summary: n/a

Budget & Financial Summary: n/a

Attachments:

None

December 8, 2022

Item No. 8.3.

Presentation and discussion in relation to the Texas A&M Student Senate Community Relations Committee.

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation and discussion in relation to the Texas A&M Student Senate Community Relations Committee.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends the Council receive the presentation from the Student Senate representatives.

Summary: None.

Budget & Financial Summary: None.

Attachments:

1. SGA Legislative Priorities



A&M Student Government Legislative Priorities

Introduction

As of Fall 2022, 68,000 students attend Texas A&M in College Station, compared to College Station's population of around 120,000 people. This combination of large size and high population of students is unique among even college-centric towns, requiring innovation and presenting challenges as well as opportunities.

Student Government has compiled this outline of what students really care about and want to see from College Station. We hope that by working together, we can keep making this community better.

Middle Housing

The new zoning district presents an opportunity to give student housing designated places to go. Large portions of Southside and Eastgate have been converted to student housing, many of which violate the four-unrelated occupancy limit. There are a large number of students living in noncompliance, which causes anxiety. City-initiated rezoning for the areas that are already being used as shared housing to Middle Housing reduces the prosecutorial burden on the city, gives students peace, and clarifies what areas are designated to be higher-density walkable communities.

Rental Inspections

We are excited by past Council action on rental inspections, and we hope that you continue to make it a priority. Complaint-based code enforcement is not effective in preventing code violations, as rapid turnover and young renters leads to a lack of accountability for landlords. Proactive rental inspections, just like any other form of consumer protection, are needed as a way to protect students. Rental inspections also improve the quality of the housing stock and incentivize upkeep of units.

Culture and Entertainment

Having a variety of things to do is important to students. Public spaces, cultural events, and entertainment venues all contribute to quality of life and encourage students to connect with the community. Further investment in the arts will help keep students in College Station for the weekends. Preserving the character of Northgate while creating other entertainment options can reduce pressure on the bars.

Transportation

Getting around College Station is extremely difficult. The A&M buses are great for getting to class, but there is limited service on weekends and no connectivity between different parts of town. Making the city more bike-friendly and walkable will reduce congestion and improve

accessibility for residents without cars, especially international students. Clearer communication to residents on areas under construction and detours would also be helpful.

Economy

Not only do many students work in College Station part-time, many want to stay here after graduation. We are excited by the biotech corridor and new businesses coming to town, but job opportunities for graduates are still very limited, especially in high-tech fields. Diversifying the College Station economy will help retain talented new graduate workforce, as well as provide more skilled internship and part-time job opportunities for students.

Conclusion

Students represent a large portion of the population and economy of College Station, yet our voice is often absent from local policy conversations. Improving relationships between the student body, the city, and the university will help keep College Station a great place to live, learn, and raise a family.

Thank you for your commitment to students while governing our unique and vibrant city. Please reach out if you have any questions!

In the Aggie Spirit,

Jessica Williams '24
Community Relations Chair
cr.tamusenate@gmail.com

Sam Presnal '23
Vice President for Municipal Affairs
samhpresnal@tamu.edu

December 8, 2022
Item No. 9.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- November 21, 2022 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM112122 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 21, 2022

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

Karl Mooney, Mayor
John Nichols, Mayor-elect

Council:

Bob Brick
Mark Smith, Council-elect
John Crompton - absent
William Wright, Council-elect
Linda Harvell
Elizabeth Cunha
John Nichols
Bob Yancy, Council-elect
Dennis Maloney

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Mooney via In-Person and Teleconference at 4:03 p.m. on November 21, 2022, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Canvassing of Election

2.1 Presentation, discussion, and possible action on Ordinance No. 2022-4406 of the City Council of the City of College Station, Texas, canvassing returns and declaring results of the general and special election, held on November 8, 2022, for the purpose of electing a Mayor, City Councilmember Place 1, a City Councilmember Place 2; and to fill a vacancy for the two-year remainder of the unexpired term of office of Councilmember, Place 5. (Presentación, posible acción y discusión acerca de una ordenanza del consejo de la ciudad de College Station, Texas, para escrutar los resultados de los votos y declarando los resultados de las elecciones generales y especiales, celebrada el 8 de noviembre de 2022 con el propósito de elegir a un Alcalde, y a un Miembro del Concejo Municipal, Lugar 1, un Miembro del Concejo Municipal, Lugar 2; y para

llenar una vacante para los dos años resto del mandato no vencido del Miembre del Consejo, Puesto número 5.)

Tanya Smith, City Secretary, presented the results of the General and Special Election to the Mayor and Councilmember Place 1, 2 and 5:

Mayor

Rick Robison	5,333
John Nichols	10,353
Jacob Randolph	2,325

Councilmember, Place 1

Mark Smith	11,314
Aron Collins	8,571

Councilmember, Place 2

David Levine	9,314
William Wright	10,276

Councilmember, Place 5, 2-year unexpired term

Nicole Gallucci	7,018
Bob Yancy	10,527
Willie E. Blackmon	2,647

John Nichols, Mark Smith, William Wright, and Bob Yancy each received a majority of the votes cast for their respective race and were declared elected.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted six (7) for and none (0) opposed, to adopt Ordinance No. 2022-4406, canvassing returns and declaring results of the general and special election, held on November 8, 2022, for the purpose of electing a Mayor, City Councilmember Place 1, a City Councilmember Place 2; and to fill a vacancy for the two-year remainder of the unexpired term of office of Councilmember, Place 5. The motion carried unanimously.

2.2 Presentation, discussion, and possible action on Ordinance No. 2022-4407 of the City of College Station, Texas, canvassing returns and declaring the results of the Special Bond Election, held on November 8, 2022. (Presentación, discusión y posible acción sobre una ordenanza de la Ciudad de College Station, Texas, solicitando devoluciones y declarando los resultados de la Elección Especial de Bonos, celebrada el 8 de noviembre de 2022.)

Tanya Smith, City Secretary, presented the results of the Special Bond Election:

Proposition A - \$18,000,000 for a New Fire Station and Equipment:

Votes for Proposition A:	17,470
Votes against Proposition A:	7,987

Proposition B - \$16,100,000 for Transportation and Mobility Infrastructure:

Votes for Proposition B:	15,587
Votes against Proposition B:	9,599

Proposition C - \$32,400,000 for Improvements at Veteran's Park and Texas Independence Ballpark:

Votes for Proposition C: 11,961

Votes against Proposition C: 13,216

Proposition D - \$22,000,000 for Parks and Recreational Facilities:

Votes for Proposition D: 15,375

Votes against Proposition D: 9,844

Proposition E - \$3,900,000 for a New Swimming Pool at Mabel Clare Thomas Park:

Votes for Proposition E: 12,103

Votes against Proposition E: 12,950

Propositions A, B and D received a majority of the votes cast and that Propositions C and E did not receive a majority of the votes cast in the election.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Maloney, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2022-4406, canvassing returns and declaring the results of the Special Bond Election, held on November 8, 2022. The motion carried unanimously.

2.3 Issuance of Certificates of Election to elect a Mayor, City Council Member Place 1, City Council Member Place 2, and a two-year unexpired term for City Council Member Place 5; and administer Oaths of Offices. (Entrega de los Certificados de Elección para elegir un Alcalde, Miembro del Concejo Municipal Lugar 1, Miembro del Concejo Municipal Lugar 2, y un término no vencido de dos años para Miembro del Concejo Municipal Lugar 5; y administrar juramentos de cargos.)

Judge Spillane administered the oath of office to John Nichols, newly elected Mayor; Mark Smith, newly elected Councilmember, Place 1; William Wright, newly elected councilmember, Place 2; and Bob Yancy, newly elected Councilmember, Place 5.

The Council Meeting recessed at 4:22 p.m. for a reception honoring Karl Mooney, Mayor; Bob Brick, Councilmember Place 1; and John Crompton, Councilmember Place 2.

3. Reception.

The Council Meeting reconvened at 5:06 p.m.

4. Executive Session

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, the College Station City Council convened into Executive Session at 5:06 p.m. on November 21, 2022, to continue discussing matters pertaining to:

A. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and

- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas
- Robert Danny Clack, II v. City of College Station, et al., Civil Action No. 4:22-cv-02404, in the U.S. District Court for the Southern District of Texas, Houston Division
- Kristin Marriott v. City of College Station, Cause No. 22-002259-CV-272, in the 272nd District Court, Brazos County, Texas

B. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property generally located in the southwest quadrant of Texas State Highway 6 and Harvey Road.
- Property generally located at the intersection of State Highway 6 South and Corporate Parkway in the Midtown Business Park.

C. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- Council Self-Evaluation

5. Reconvene from Executive Session and take action, if any.

Executive Session recessed at 6:16 p.m. No action was taken.

6. Pledge of Allegiance, Invocation, consider absence request.

7. Hear Visitors Comments

John Nicks, Plantersville, brought before Council a variety of topics:

- Welcomed Mayor Nichols and Councilmembers Mark Smith, William Wright, and Bob Yancy.
- Would like to see a disability taskforce created.
- Would like upgrades/repairs made to AggieSpirit bus stop for route 15 in Northgate.
- Believes there should be a dedicated traffic light in front of the City Hall on Texas Ave Gilcrest or Francis.
- Believes that the family definition of 4 unrelated and the ROO with 2 unrelated can hurt certain communities or classes of people.

8. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Items 8.4 was pulled from Consent for clarification.

(8.4) Timothy Crabb, Electric Director, highlighted that Due to market volatility in manufacturing, Techline, Inc. has requested a 16.5% increase in unit pricing for units in production on or after November 1, 2022. The adjusted pricing results in an increase in the amount of \$246,875.81, for a new total purchase order amount of \$2,073,697.81. This increase is in accordance with the Escalation/De-escalation clause which was included in the bid's terms and conditions.

John Nicks, Plantersville, came before Council to urge the council to reject item 8.2 as he believes used equipment would be a better value.

8.1. Presentation, discussion, and possible action of minutes for:

- **November 10, 2022 Council Meeting**

8.2. Presentation, possible action, and discussion regarding purchasing of replacement computers from Dell Technologies for \$201,442.95.

8.3. Presentation, discussion, and possible action regarding approval of a Change Order to a Contract with Schweitzer Engineering Laboratories (SEL) for an increase of \$21,645.17 for a new not-to exceed amount of \$516,645.17.

8.4. Presentation, discussion, and possible action regarding approval of a Change Order for Purchase Order with Techline Inc., for electric warehouse inventory of transformers increasing of \$246,875.81 for a new purchase order amount of \$2,073,697.81.

8.5. Presentation, discussion, and possible action regarding Ordinance No. 2022-4408 amending Chapter 38, Traffic and Vehicles, Article VI Traffic Schedules, Section 38-1002 Traffic Schedule II, Four-way Stop Intersections, by adding Holleman Drive South at Deacon Drive West and regarding Ordinance No. 2022-4409 amending Chapter 38, Traffic and Vehicles, Article VI Traffic Schedules, Section 38-1002 Traffic Schedule II, Four-way Stop Intersections, by adding Deacon Drive West at General Parkway.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2022-4410 amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately five acres located at 404 Harvey Mitchell Parkway South, generally located east of the Memorial Cemetery Park.

Anthony Armstrong, Planning and Zoning, stated that This request is to amend the Concept Plan for the existing PDD Planned Development District zoning located at 404 Harvey Mitchell Parkway South. The property is the southernmost lot out of three lots that share driveway access off Harvey Mitchell Parkway. The two northern lots have been developed for commercial and office related uses, with this lower lot still undeveloped. The PDD zoning was recently amended in May 2022 to allow a different bedroom-to-unit mix, building layout, and modifications to parking requirements. This Concept Plan amendment is to allow a fire lane to extend around the building and be located between the building and the adjacent cemetery.

The Planning and Zoning Commission heard this item at their November 3, 2022 regular meeting and voted unanimously to recommend approval. Staff recommends approval of the rezoning.

At approximately 6:32 p.m., Mayor Mooney opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 6:322 p.m.

MOTION: Upon a motion made by Councilmember Maloney, and a second by Councilmember Harvell, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2022-4410, amending Appendix A, “Unified Development Ordinance,” Article 4, "Zoning Districts,” Section 4.2 “Official Zoning Map”, of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately five acres located at 404 Harvey Mitchell Parkway South, generally located east of the Memorial Cemetery Park. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

11. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Mayor Nichols recognized the recognized the reception for the outgoing councilmembers.

Councilmember Harvell spoke on the 25 Years: George H.W Bush Presidential Library & Museum 25 Year Celebration.

12. Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Nothing to report at this time.

13. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member’s or City Staff’s response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

No items at this time.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 6:26 p.m. on Thursday, November 21, 2022.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Subject to Change)
2023 CITY COUNCIL MEETING SCHEDULE

Council Meetings

Thursday, January 12, 2023	Thursday, July 13, 2023
Thursday, January 26, 2023	(Possible Budget Workshops)
	Thursday, July 27, 2023
Monday, February 6, 2023 Retreat	
Tuesday, February 7, 2023 Retreat	Thursday, August 10, 2023
Thursday, February 9, 2023	(August 24 - Budget & Tax Adoption)
Thursday, February 23, 2023	Thursday, August 24, 2023
Thursday, March 9, 2023	
Thursday, March 23, 2023	Thursday, September 7, 2023
	Thursday, September 21, 2023
Thursday, April 13, 2023	
Thursday, April 27, 2023	Thursday, October 12, 2023
	Thursday, October 26, 2023
Thursday, May 11, 2023 (possible conflict)	Thursday, November 9, 2023
Thursday, May 25, 2023	Monday, November 20, 2023
Thursday, June 8, 2023 (possible conflict)	
Thursday, June 22, 2023	Thursday, December 14, 2023

2023 Events:

January 20	TML Newly Elected City Officials' Workshop	San Antonio
May 8-11	(Tentative) Chamber Washington Trip (possible conflict)	Washington
June 7-9	ITGA Annual Conference (possible conflict)	Fort Collins, Colorado
July 20-21	TML TAMCC Newly Elected City Officials' Orientation	Round Rock
August 17-18	TML TAMCC Newly Elected City Officials' Orientation	San Antonio
October 4-6	TML Annual Conference and Exhibition	Dallas

2023 Webinars

January 12	Legislative Webinar #1: Preview – What's Ahead for Texas Cities (10:30 am to 11:30 am)
March 16	Legislative Webinar #2: Keep Your Finger on the Pulse (10:30 am to 11:30 am)
April 13	Legislative Webinar #3: Be Heard at the Capitol (10:30 am to 11:30 am)
May 4	Legislative Webinar #4: What to Expect in the Final Days (10:30 am to 11:30 am)

2023 COUNCIL CALENDAR

- 2** New Year's Day
(City Offices Closed)
12 Council Meeting
16 M.L. King Jr. Day
(City Offices Closed)
20 TML Newly Elected
26 Council Meeting

JANUARY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
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14	15	16	17	18	19	20
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28	29	30	31			

JULY						
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23	24	25	26	27	28	29
30	31					

- 4** Independence Day
(City offices closed)
13 Council Meeting
Budget Workshops
20-21 TML TAMCC Newly
Elected City Officials'
Orientation
27 Council Meeting

- 6&7** Council Retreat
9 Council Meeting
23 Council Meeting

FEBRUARY						
S	M	T	W	Th	F	S
			1	2	3	4
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19	20	21	22	23	24	25
26	27	28				

AUGUST						
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27	28	29	30	31		

- 10** Council Meeting
17-18 TML TAMCC Newly
Elected City Officials'
Orientation
24 Council Meeting
(Budget & Tax Adoption)

- 9** Council Meeting
23 Council Meeting

MARCH						
S	M	T	W	Th	F	S
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SEPTEMBER						
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24	25	26	27	28	29	30

- 4** Labor Day
(City Offices Closed)
7 Council Meeting
21 Council Meeting

- 7** Good Friday
(City Offices Closed)
13 Council Meeting
27 Council Meeting

APRIL						
S	M	T	W	Th	F	S
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30						

OCTOBER						
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22	23	24	25	26	27	28
29	30	31				

- 4-6** TML Annual Conference
12 Council Meeting
26 Council Meeting

- 8-11** Chamber Washington
(Possible Conflict)
11 Council Meeting
25 Council Meeting
29 Memorial Day (City offices
closed)

MAY						
S	M	T	W	Th	F	S
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28	29	30	31			

NOVEMBER						
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26	27	28	29	30		

- 9** Council Meeting
20 Council Meeting
23-24 Thanksgiving
(City Offices closed)

- 8** Council Meeting
7-9 ITGA Conference
(Possible Conflict)
19 Juneteenth
(City Offices Closed)
22 Council Meeting

JUNE						
S	M	T	W	Th	F	S
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DECEMBER						
S	M	T	W	Th	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

- 14** Council Meeting
25-29 Christmas Holiday's
(City Offices Closed)

December 8, 2022
Item No. 9.3.
Annual Padmount Equipment Repair and Restoration

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action approving a contract with Utility Restoration Services, Inc. for Annual Padmount Equipment Repair and Restoration in the amount of \$352,318.14.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract.

Summary: In 2013, College Station Utilities began a program designed to extend the life of padmounted electrical equipment such as transformers, junction boxes, and switchgears by addressing issues that can lead to premature failure such as rust, worn paint, fire ant mounds, weeds, and unlevel equipment. This contract will provide the necessary inspections and repair of electric padmounted equipment as funded in the budget. Performing this preventive maintenance on the padmounted equipment will reduce premature failures and the number of devices that must be replaced each year while improving customer service by reducing extended, untimely outages to the customers served from these devices.

RFP #22-063 for padmount restoration services was issued on July 14, 2022 and opened on October 20, 2022. Two qualified responses were received, and after evaluation, Utility Restoration Services, Inc. was selected as the best value. Contract 23300196 is for a one-year term for an amount not to exceed \$352,318.14, and will have the option for two renewals.

Budget & Financial Summary: Funds are budgeted and available in the Electric Capital Improvement Project Budget.

Attachments:

1. Contract is available for review in the City Secretary's Office

Contract 23300196 is available for review in the City Secretary's office.

December 8, 2022
Item No. 9.4.
Short Term Rental Ordinance Amendment

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 103, "Buildings and Building Regulations," Article VI, "Short Term Rental Registration".

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends approval of an amendment to Chapter 103, "Buildings and Building Regulations," Article VI, "Short Term Rental Registration"

Summary: The current ordinance definitions and permit requirements require owner-occupancy in certain zoning districts and restricts non-owner-occupied permits in certain zoning districts. The proposed amendment removes the various types of short-term rentals, eliminates the requirement of the owner-occupied, and removes grandfathering provisions based on new case law regarding short-term rentals. The proposed amendment also includes some general housekeeping updates and clarification to the permit application, permit requirements, renewal process, and permit denial and revocation.

Budget & Financial Summary: N/A

Attachments:

1. CH 103 Art VI Short Term Rental Ord Amend 11-30-22

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 103, “BUILDINGS AND BUILDING REGULATIONS,” ARTICLE VI, “SHORT TERM RENTAL REGISTRATION,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SHORT TERM RENTAL REGISTRATION; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** That Chapter 103, “Buildings and Building Regulations,” Article VI, “Short Term Rental Registration,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 103, “Buildings and Building Regulations,” Article VI, “Short Term Rental Regulation,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

ARTICLE VI SHORT TERM RENTAL REGISTRATION

Sec. 103-243. Applicability.

This article applies to all short-term rental operators unless expressly provided otherwise herein.

Sec. 103-244. Purpose and intent.

The purpose of this article is to safeguard the life, health, safety, welfare, and property of the occupants of residential dwelling units, the neighbors of said occupants, and the general public, through the registration and regulation of short-term rentals and to ensure the collection and payment of hotel occupancy taxes.

The intent of this article is to preserve the neighborhood character of residential subdivisions within the City of College Station and to minimize adverse impacts to residential subdivisions caused by short term rentals.

Sec. 103-245. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Administrator means the City Manager or designee.

Dwelling unit means a residential unit providing complete, independent living facilities for one (1) family including permanent provisions for living, sleeping, cooking, eating, and sanitation.

Hotel occupancy tax means the hotel occupancy tax required to be assessed and collected for the operation of any short-term rental and paid pursuant to Texas Tax Code Ch. 351.

Local contact means an individual located within thirty (30) miles of the College Station City Hall who has access to the property and is authorized to make decisions regarding the property while a short-term rental is being rented.

Operator means any person, firm, or corporation who operates a short-term rental, as defined in this article.

Owner means any person, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property.

Short term rental means a dwelling unit that is rented out for compensation on a temporary basis for a period of less than thirty (30) consecutive days; including, but not limited to, single-

family unit, duplex unit, tri-plex, four-plex unit, multi-family unit, manufactured or mobile home unit, townhome, or condominium.

Short term rental permit means a permit issued by the City that identifies the address of the subject property as a lawful short-term rental, the short-term rental permit number, the names and contact information of the owner and local contact, and a 24-hour emergency contact phone number for all the preceding persons.

Sec. 103-246. Permit required.

- (a) It shall be unlawful for any person or entity to rent, or offer to rent, any short-term rental without a valid short term rental permit issued under this article.
- (b) A permit issued under this article may not be transferred and does not convey with the property upon sale. Each new owner of a permitted or previously permitted short term rental must apply for a short-term rental permit to rent property under the short-term rental guidelines.
- (c) Each short-term rental shall be issued a permit with a unique permit number. The permit number must be included in any and all advertisements for the short-term rental including any posting on internet booking sites.
- (d) A permit is valid for a one (1) year from the date of issuance and may be renewed by applying in accordance with this article.

Sec. 103-247. Permit application.

A person seeking a short-term rental permit shall submit an application to the administrator. The application shall be in writing, on a form provided by the City, and shall include the following information (if applicable):

- (a) The name, address, email address, and telephone number, of the owner or operator. If the applicant or owner is a partnership, a corporation, or limited liability company, the application shall list the registered agent;
- (b) The name, address, email, and twenty-four (24) hour telephone number of a local contact person;
 - (1) The local contact person is the person designated by the operator who is available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (a) responding in person within one (1) hour to complaints regarding the condition, operation, or conduct of occupants of the short-term rental unit; and (b) taking remedial action to resolve such complaints. The owner may be listed as the local contact.

- (c) The physical address of the short term rental;
- (d) A signed statement that the operator of the short-term rental must comply with the requirements of this article and understands that the operator is responsible and liable for any violations on the property;
- (e) Verification the applicant has no delinquent hotel occupancy taxes due on the property;
- (f) Verification of an account for payment of hotel occupancy taxes with the City of College Station.
- (g) Such other information as the administrator, deems reasonably necessary to administer this article.

Sec. 103-248. Permit requirements and fees.

- (a) **Life safety inspection.** Before issuing a short-term rental permit, the operator must allow, with reasonable notice, an on-site inspection of the short-term rental unit by the City Building Official or designee ensuring compliance with minimum health and safety requirements for use and occupancy.
 - (1) If the short-term rental unit fails to pass an inspection, a re-inspection fee shall be charged for each subsequent inspection. If, upon completion of an inspection, the short-term rental unit fails inspection or is found in violation of any City ordinances or any other applicable law, the City shall provide written notice of such of failure or violation and shall set a re-inspection date for the failure or violation to be corrected before its occupancy.
- (b) **Hotel occupancy tax.** It is a condition of the initial and continued validity of a short-term rental permit that the operator has paid and remains current on the payment of all hotel occupancy taxes owed to the City under the Texas Tax Code.
- (c) **Fees.** The following fees are authorized and are established in Section 2-117.
 - (1) **Application and Application Renewal Fees.** The applicant shall pay a nonrefundable application fee upon submission of a short-term rental application to the City and an annual application renewal fee per short term rental after initial registration.
 - (2) **Life Safety Inspection Fee.** The applicant shall pay a non-refundable life safety inspection fee per short term rental.
 - (3) **Life Safety Reinspection Fee.** If a short term rental does not pass a life safety inspection or is found in violation of any City Ordinance or other applicable law, the applicant shall pay a non-refundable re-inspection fee per short term rental.

Sec. 103-249. Permit denial and revocation.

(a) **Permit denial.** The permit application or any permit renewal shall be denied and no permit issued if the City finds that:

- (1) Any statement made in the application is incomplete, inaccurate, misleading, or false;
- (2) The operator, its partners, officers, owners, and other principals have not paid to the City all fees due under this article;
- (3) The operator has had a short-term rental permit revoked within the preceding eighteen (18) months;
- (4) The operator, its partners, officers, owners, and other principals have violated this Article, any other City Ordinance, or any other state or federal law related to short-term rentals or has allowed violations on the property by any other person;

(b) **Permit Revocation.** The City may revoke a permit for any of the following reasons:

- (1) The operator, its partners, officers, owners, and other principals fails to comply with or is in violation of any provision of the permit, City ordinances, or have violated this article, any other City Ordinance, or any other state or federal law related to short-term rentals or has allowed violations on the property by any other person;
- (2) The application contains a false or misleading statement of material fact;
- (3) The authorized City official determines that the rental poses a serious threat to the public health, safety or welfare; or
- (4) Failure to remit hotel occupancy tax.

(c) **Notice of denial or revocation.** The City shall provide written notice within ten (10) days of the denial or revocation of a permit to operator stating the reason(s) for the decision and inform the operator of its right to appeal the decision in writing including when and to whom it must be delivered.

Sec. 103-250. Renewing permit.

- (a) **Renewing a permit.** An operator may file a permit renewal application before the permit expires.
- (b) **Inspection.** Life safety inspection may be waived for a renewing permit if the operator self-certifies compliance with life safety standards.

Sec. 103-251. Appeal.

- (a) The applicant may appeal a denial of a permit by submitting in writing a notice to appeal, delivered to the administrator's office no later than five (5) business days after the denial or revocation decision.
- (b) The notice of appeal must be in writing and state the grounds for the appeal and why the determination should be reversed or modified. If the applicant makes a timely, written request for appeal, the administrator shall hold a hearing within ten (10) business days.
- (c) The applicant shall have the opportunity to be heard at the hearing.
- (d) After the close of the hearing, the administrator shall make a determination concerning approval, denial, or modification of the permit within five (5) business days.

Sec. 103-252. Short term rental operating requirements.

Each short-term rental operator shall do the following:

- (a) **Informational brochure.** Each operator shall provide to guests a brochure that includes:
 - (1) The operator's 24-hour contact information;
 - (2) Pertinent neighborhood information including, but not limited to, parking restrictions, restrictions on noise and amplified sound, and trash collection schedules; and
 - (3) Information to assist guests in the case of emergencies posing threats to personal safety or damage to property, including emergency and non-emergency telephone numbers for police, fire, and emergency medical services providers and instructions for obtaining severe weather, natural or manmade disaster alerts and updates.
- (b) **Life safety equipment.** Each operator shall at a minimum equip the short term rental with working smoke detectors in accordance with adopted codes, at least one (1) working carbon monoxide detector and alarm if the dwelling uses natural gas or propane, and one (1) working fire extinguisher with a minimum standard rating of 1A:10B:C for each floor of the dwelling.
- (c) Maintain the short term rental in compliance with applicable building and fire codes adopted by the City.
- (d) Collect and remit the hotel occupancy tax in accordance with Texas Tax Code Ch. 351. The operator shall remit to the City of College Station fiscal services department, or designee, all city hotel occupancy taxes collected pursuant to state law by the last business day of the month following the month of collection.

Sec. 103-253. Violation; penalties.

- (a) It shall be unlawful for an operator to operate, maintain or conduct a short-term rental without a permit, or without complying with this article or any other law.
- (b) Any person, firm or corporation violating this article shall be punished as provided in Section 1-7.
- (c) Failure to timely pay the hotel occupancy taxes is considered a violation of this article and may result in revocation of the permit. Owner shall have thirty (30) days from the date the city or state issue a notice of delinquency to submit hotel occupancy tax to City and state before revocation of the short-term rental permit begins.

December 8, 2022

Item No. 9.5.

Annual Price Agreement for the Purchase of Type D Hot Mix Asphalt

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of an annual price agreement for the purchase of Type D Hot Mix Asphalt to be picked up by City crews or to be delivered to the job site as requested for the maintenance of streets to BPI Materials LLC for an amount not to exceed \$2,105,000.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the annual price agreement.

Summary: On November 2, 2022, in response to bid #23-005, the city received three competitive sealed bids for the purchase of Type D Hot Mix Asphalt to be picked up by City crews or delivered to specific job sites. The city requested quotes for semi-annual and annual estimates and decided to award them based on the annual pricing. BPI Materials LLC was the lowest responsible bidder and is recommended for the award of this contract. Any after-hours, or emergency start-up costs will be paid from this not to exceed the amount. This product will be bid on an annual basis.

Description	Quantity	Unit	Unit Price	Extended Price
Asphalt Hot-Mix Type D, picked up	15,000	Ton	\$81.00	\$1,215,000.00
Asphalt Hot-Mix Type D, delivered	10,000	Ton	\$89.00	\$890,000.00
Total				\$2,105,000.00

This price agreement shall remain in full force and effect with firm fixed bid prices for the period of one (1) year. Upon completion of the term of the original contract and upon the mutual agreement of both parties, the original contract may be renewed for up to two (2) additional one (1) year terms (three (3) years total).

Budget & Financial Summary: Funds are budgeted and available in the Roadway Maintenance Fund.

Attachments:

1. Tabulation

Line #	Description	QTY	UOM	Brazos Paving, Inc. (Prewitt)		Vulcan Construction Materials LLC		Texas Materials (Texas Materials Group Inc.)	
				Unit	Extended	Unit	Extended	Unit	Extended
1	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be picked up by City Crews	9000	TON	\$81.00	\$729,000.00	\$82.50	\$742,500.00	\$85.00	\$765,000.00
2	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be Delivered to job site as requested.	6000	TON	\$88.50	\$531,000.00	\$99.18	\$595,080.00	\$97.00	\$582,000.00
3	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be picked up by City Crews	15000	TON	\$81.00	\$1,215,000.00	\$82.50	\$1,237,500.00	\$85.00	\$1,275,000.00
4	Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be Delivered to job site as requested.	10000	TON	\$89.00	\$890,000.00	\$99.18	\$991,800.00	\$97.00	\$970,000.00
5	Emergency Requests after 6:00 p.m. Monday thru Friday or anytime Saturday and Sunday Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be picked up by City Crews	1	TON	\$93.00	\$93.00	NO Bid		\$1,500.00	\$1,500.00
6	Emergency Requests after 6:00 p.m. Monday thru Friday or anytime Saturday and Sunday Asphalt, Hot-Mix, Type D, in accordance with TSDHPT 1993 Standard Specs Item #340 To be Delivered to job site as requested.	1	TON	\$102.00	\$102.00	NO Bid		\$1,600.00	\$1,600.00
7	Vendor Mileage from College Station Public Works: 310 Krenak Tap Rd, College Station, TX 77840	1	Mileage	\$12.00	\$12.00	\$48.00	\$48.00	\$22.00	\$22.00
				Total Price	\$3,365,207.00	Total Price	\$3,566,928.00	Total Price	\$3,595,122.00
Miles Per Google				13.8 Miles		69 Miles		34.3 Miles	

December 8, 2022
Item No. 9.6.
Employee Health Clinic Contract Amendment

Sponsor: Alison Pond, Director of Human Resources

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding amending the City's contract with St. Joseph Regional Health Center for Employee Health Clinic operations and management services not to exceed \$252,250.

Relationship to Strategic Goals:
Financially Sustainable City

Recommendation(s): Staff respectfully recommends approval to amend the contract.

Summary: In June 2016, the City contracted with St. Joseph Regional Health Center to provide Employee Health Clinic Operations and Management Services for City of College Station employees, retirees, and dependents enrolled in the City's self-funded group health insurance plan.

In preparation for the renewal term expiration, the City of College Station went out to bid in April 2021. The City received proposals from four (4) health care companies. A review panel comprised of Human Resources/Risk Management staff, City Manager's Office, and the City's outside benefits consultant conducted finalist interviews. The review panel recommended St. Joseph Regional Health Center as the clinic partner. The recommendation to proceed with contract negotiations was given and work on clinic relocation, staffing and renegotiated contract terms has been in process.

To accommodate the additional time needed to finalize lease negotiations and general contract terms, staff would like to amend the current contract to extend the expiration an additional six (6) months. The extension would reflect the same terms and conditions of the current contract and will begin on January 1, 2023 and expire on June 30, 2023.

Budget & Financial Summary: Funds are available in the Employee Benefits Fund.

Attachments:

1. Contract is available for review in the City Secretary's Office

Contract is available for review in the City Secretary's Office

December 8, 2022
Item No. 9.7.
Bryan/College Station Chamber of Commerce FY23 Funding

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement with the Bryan/College Station Chamber of Commerce for FY23 in the amount of \$25,000.

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2022-2023 budget process, the City Council approved funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 for the annual banquet and Economic Outlook Conference. This is consistent with the level of funding provided in previous years. However, in most years, the City also makes contributions to the Chamber of Commerce beyond the terms outlined in this funding agreement. In FY22 these contributions were:

Crawfish Boil	\$3,500
Community Softball Classic	\$500
Unfunded portion of Leadership Brazos Scholarships	<u>\$600</u>
	\$4,600

When considering these additional expenses, the City's total contributions to the Chamber of Commerce in a typical year amount to \$29,600. Additionally, the City pays it's own travel expenses when participating in the Chamber's legislative trips to Austin and Washington DC.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2022-2023 Hotel Occupancy Tax Fund. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Bryan/College Station Chamber of Commerce budget is included in the Attachments.

Attachments:

1. BCS Chamber of Commerce FY23 FA
2. BCS Chamber of Commerce FY23 Budget



CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: _____ PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: _____

Name of Contractor: _____

CONTRACT TOTAL VALUE: \$ _____ **Grant Funded** ☐ Yes ☐ No
If yes, what is the grant number: _____

Debarment Check ☐ Yes ☐ No ☐ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A **Buy America Required** ☐ Yes ☐ No ☐ N/A
Transparency Report ☐ Yes ☐ No ☐ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

(If required)*

CRC Approval Date*: _____ **Council Approval Date*:** _____ **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only--

Insurance Certificates: _____ **Performance Bond:** _____ **Payment Bond:** _____ **Info Tech:** _____

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

LEGAL DEPARTMENT

DATE

ASST CITY MGR – CFO

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

MAYOR (if applicable)

DATE

CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE
STATION CHAMBER OF COMMERCE**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Bryan/College Station Chamber of Commerce d/b/a Bryan/College Station Chamber of Commerce, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a

summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

1.11 Reimbursement Request Form means the form documenting and certifying expenses incurred within each quarterly reporting period by Agency to be submitted to the City on the form attached herein as **Exhibit E**.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00)** for services and expenditures as referenced in Article III of this Agreement. Operating expenses eligible under Hotel Tax regulations will be considered for reimbursement provided the following:

- a. the City receives the Reimbursement Request Form, and.
- b. funds are available. Payment will be made annually as a reimbursement for services and expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from

the date of the City's receipt and the City's approval of the application for reimbursement.

- c. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. The final request for reimbursement must be received by City on or before September 30, 2023. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

2.2 Other limitations regarding consideration.

- a. It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.
- b. City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.

- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.
- (c) Agency will provide events throughout the fiscal year, including the Economic Outlook Conference and Annual Banquet, at local hotel and conference facilities. Costs associated with these events related to the hotel and conference facilities and the promotion of these facilities will be eligible for reimbursement. Eligible expenses shall include rental of hotel and conference facilities as well as catering costs associated with these events. Agency will also provide services to visitors and potential visitors to the community providing information about local events and promotions for visitors to the community. This includes providing directions and promotional materials for local hotels and tourist destinations. Costs associated with these promotions will be eligible for reimbursement from Hotel Tax funds.
- (d) In addition to events listed in 3.3 (c) Agency will also provide the benefits listed in **Exhibit F** of this Funding Agreement.
- (e) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax

Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2022 and terminates at midnight on October 31, 2023; however, the program period shall commence on October 1, 2022 and terminate at midnight on September 30, 2023. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code, and is within the current contractual period approved budget; the budget will be considered approved.
 - (2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.
 - (3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.
 - (4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1) The termination of the legal existence of Agency
 - (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors
- (b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund, and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded

hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

8.4 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit D**; and shall be approved by the City before work begins.
- (c) Agency shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- (e) The City will not accept "claims made" policies.

- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

8.5 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

8.6 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

8.7 Workers’ Compensation/Employer’s Liability Insurance. The following Workers’ Compensation Insurance shall include the following terms:

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee is required.
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and

- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed

or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Debra Matthews
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Bryan/College Station Chamber of Commerce
Attn: Glen Brewer, President/CEO
P.O. Box 3579
Bryan, Texas 77805

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits:

- A.** Statement of Financial Position
- B.** Narrative Summary of Activity
- C.** Performance Measures
- D.** Certificates of Insurance
- E.** Reimbursement Request Form
- F.** Additional Benefits

**BRYAN/COLLEGE STATION
CHAMBER OF COMMERCE**

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF COLLEGE STATION

City Manager

Date: _____

City Attorney

Date: _____

Assistant City Manager

Date: _____

Exhibit A
Statement of Financial Position

Bryan/College Station Chamber of Commerce
Balance Sheet
As of August 31, 2022

	Aug 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Prosperity Bank CD	245,000.00
Amarillo National Bank MM	83,492.89
Extraco Savings Account	70,062.83
Frost Bank	150,128.76
Petty Cash	204.27
American Momentum CD	102,092.50
Truist Bank CS	250,973.81
Extraco Bank CD	177,728.27
Guaranty Bank & Trust CD	102,276.10
First Financial-Facilities Resv	65,431.40
First Financial-MMA	2,526.69
First Financial-Operating	225,127.43
First Financial-Payroll Act	1,000.00
Wells Fargo Savings	242,669.07
Total Checking/Savings	1,718,714.02
Total Current Assets	1,718,714.02
Fixed Assets	
Fixed Assets	
Furniture and Equipment	128,931.56
Leasehold Improvements	255,820.00
Accumulated Depreciation	-301,383.00
Total Fixed Assets	83,368.56
Total Fixed Assets	83,368.56
TOTAL ASSETS	1,802,082.58
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	-0.74
Total Accounts Payable	-0.74
Other Current Liabilities	
Def-Ag Breakfast	617.00
Def. Rev-Inner Circle Sponsor	1,187.50
Def Revenue Mem. Bk/Lunch	5,665.00
Def Revenue Career Fair	2,500.00
Def Revenue Contract Income	10,600.00
Def Revenue Health&Well Lunch	2,500.00
Accrued Office Expense	5,000.00
TAMU Funding	3,820.00
Def Revenue-Banquet Sponsorship	2,100.00
Def Revenue-Economic Outlook Co	750.00
Def Revenue-Ag Buying Group	286.58
Def Revenue-Banquet Table Sales	3,170.00
Def Revenue-Biz After Hours	4,000.00
Def Revenue-Renewal Dues	13,762.00
FUTA Tax Payable	56.60
Payroll Liabilities	144.02
Pension Contribution Payable	1,605.02
SUI Tax Payable	99.50
United Way Contribution Payable	360.00
Total Other Current Liabilities	58,223.22
Total Current Liabilities	58,222.48
Total Liabilities	58,222.48

2:38 PM

09/12/22

Cash Basis

Bryan/College Station Chamber of Commerce

Balance Sheet

As of August 31, 2022

	Aug 31, 22
Equity	
Facility Reserves	28,925.49
General Unrestricted	1,434,317.57
Net Income	280,617.04
Total Equity	1,743,860.10
TOTAL LIABILITIES & EQUITY	1,802,082.58

Bryan/College Station Chamber of Commerce
Profit & Loss
August 2022

	Aug 22
Ordinary Income/Expense	
Income	
Contract Income	2,650.00
Founder's Night Revenue	
Founder's Night Admiss Revenue	1,780.00
Founder's Night Other Revenue	260.00
Founder's Night Sponsorship	600.00
Total Founder's Night Revenue	2,640.00
Golf Tournament Revenues	
Golf Other Revenue	300.00
Golf Sponsorship	16,975.00
Total Golf Tournament Revenues	17,275.00
Leadership Div Revenues	
LB Scholarship Grants	600.00
LB Tuition Fees	20,020.00
Total Leadership Div Revenues	20,620.00
Lobsterfest Revenues	
Lobsterfest Admissions	200.00
Lobsterfest Sponsorship	27,975.00
Total Lobsterfest Revenues	28,175.00
Membership Directory Revenues	
Directory Add'l List Revenue	25.00
Mobile Upgrade Sales	450.00
Total Membership Directory Revenues	475.00
Membership Recruitment	
Membership Drive Sales	2,020.00
Total Membership Recruitment	2,020.00
New Membership Sales Revenue	
New Dues-Sales	4,675.00
New Dues Admin Fee	35.00
Total New Membership Sales Revenue	4,710.00
Other Community Devlpmt Act Rev	
AG Buying Group/Crawfish Boil	150.00
Total Other Community Devlpmt Act Rev	150.00
Other Membership Act Revenues	
Deluxe Ribbon Cutting	3,400.00
M'ship Diversity Sponsorship	300.00
Mem Break/Lunch Revenue	9,175.00
Newsletter Advertising Revenue	250.00
Web Site Advertising Revenue	200.00
Total Other Membership Act Revenues	13,325.00
Other Revenues	
Certificates of Origin	112.00
Interest/Royalty Revenue	243.26
Total Other Revenues	355.26
Renewal Dues	47,946.25

Bryan/College Station Chamber of Commerce

Profit & Loss

August 2022

	Aug 22
Tourism Revenues	
Tourism Funding/Bryan	5,000.00
Total Tourism Revenues	5,000.00
Total Income	145,341.51
Expense	
Reconciliation Discrepancies	62.60
Bank Charges/Note Payments	
Credit Card Fees	1,470.32
Total Bank Charges/Note Payments	1,470.32
Founder's Night Expenses	
Founder's Night/Other Expenses	2,057.00
Total Founder's Night Expenses	2,057.00
Leadership Div Expenses	
LB/Other Exp	1,605.00
Total Leadership Div Expenses	1,605.00
Lobster Fest Expenses	
LobsterFest/Other Exp	400.00
Total Lobster Fest Expenses	400.00
Membership Directory Expenses	
Directory/Other Exp	8,388.00
Total Membership Directory Expenses	8,388.00
Other Community Devlpmt Act Exp	
AG Buying Group	511.58
Community Devlpmt/Postage	32.49
Community Devlpmt/Staff Mileage	58.73
Total Other Community Devlpmt Act Exp	602.80
Other Membership Act Expenses	
Ambassador/Other Exp	58.00
M'ship Diversity/Other Exp	3,655.20
Membership/ Staff Mileage	223.82
Membership/Office Supplies	393.56
Membership/Postage	228.65
Newsletter/Other Exp	2,658.00
Total Other Membership Act Expenses	7,217.23
Other Operating Expenses	
Rent-Twin City Properties	3,315.00
Bldg And Fix Repair/Maintenance	135.00
Board exp-meals	102.63
Equipment Lease Exp	359.67
Executive Conferences	2,133.58
Internet Exp	261.27
Kitchen Supplies	63.65
Meals and Entertainment	741.76
Office Supplies	400.48
Postage	
Core Servs/Postage	28.46
Postage Purchase Pool	110.40
Total Postage	138.86
Property Tax Exp	144.04
Software/Technical Support	826.59

Bryan/College Station Chamber of Commerce
Profit & Loss
August 2022

	Aug 22
Staff Mileage	
Core Servs/Staff Mileage	93.61
Total Staff Mileage	93.61
Subscriptions/Dues Exp	557.00
Sympathy/Recognition Exp	45.00
Telephone Exp	523.23
Total Other Operating Expenses	9,841.37
Salaries and Benefits Expenses	
Commissions	3,800.00
Dental Insurance	
Contra-WH Dent Ins	0.00
Emp And Dep Dent Ins	216.66
Total Dental Insurance	216.66
Fringe Benefits incl. in Emp W2	0.00
FUTA Tx Exp	32.15
Health Insurance	
Contra-WH Dep Ins	-1,180.56
Emp and Dep Hth Ins	10,068.87
Total Health Insurance	8,888.31
Vision	
Contra-WH Dep. ins	-8.04
Emp and Dep Vision Ins	52.52
Total Vision	44.48
Life and STD Insurance	
Contra-WH Lf STD LTD	-74.57
Life ADD STD LTD	563.17
Total Life and STD Insurance	488.60
Medicare Tx Exp	656.35
Pension Plan Contr	2,560.34
Sal and Wages	38,288.34
Sick Pay	206.11
Social Security Tx Exp	2,806.35
SUI Tx Exp	54.13
Vacation Pay	2,969.31
Total Salaries and Benefits Expenses	61,011.13
Total Expense	92,655.45
Net Ordinary Income	52,686.06
Net Income	52,686.06

Exhibit B
Narrative Summary of Activity Report

Bryan/College Station Chamber of Commerce
2022-2023 Funding Request
Related to Hotel Tax Fund Revenue
Narrative Summary of Activity Report
FY 2023

The Chamber of Commerce has reserved the College Station Hilton and Conference Center on Monday, November 7, 2023 for its Annual Banquet. The event is expected to attract more than 550 attendees from Brazos and surrounding counties, close to half of them from outside of College Station.

The College Station Hilton and Conference Center has been reserved for January 25, 2022 for the Chamber's Annual Economic Outlook Conference. The event is expected to attract more than 500 attendees, approximately 50% of them from outside of College Station. The program has not been completed at this time, but the City of College Station will definitely be offered time on the program.

Our Transportation Committee will continue to do everything possible to improve transportation into and out of community; not only for the benefit of our citizens, but also for the benefit of tourist who visit our community.

For the last four years our Community Liaison has worked with officials from Texas A&M University, as well as the Texas and Oklahoma Chamber of Commerce Executives. This effort resulted in the relocation of The Center for Chamber of Commerce Excellence (CCCE) from The University of Oklahoma to Texas A&M

. The first four-day educational conference by the CCCE was held on the campus of Texas A&M in late February of 2020. Unfortunately, due to COVID, the 2021 was not able to be held, however on February 6, 7, 8 and 9 of 2022 the event was, once again, held on the campus of Texas A&M University. Attendance increased substantially as more than 110 students and presenters attended the four-day educational conference. Approximately 85 individuals from outside College Station attended including one student from Massachusetts. Our Community Liaison continues to work with the organizers of this event, and the 2023 event is schedule to be held on the Texas A&M campus in late February and are hoping to attract more than 120 attendees with approximately 90 to 95 staying in College Station Hotels.

The Chamber will continue to do everything possible to work with Visit College Station to promote our local hospitality venues and encourage visitors to stay longer in our community during any sporting event or other activity in our community or at Texas A&M. Our community liaison has, once again, committed to volunteering at Texas A&M Track & Field meets in order to welcome athletes visiting from out of town. He has also offered to continue assisting Coach Pat Henry and his staff in locating rooms and restaurants when needed. Texas A&M is now able to host outdoor track and field meets therefore increasing the number of track and field teams visiting College Station.

The Chamber will also continue its ongoing support of tourism related activities by our President/CEO, our Community Liaison and our receptionist. Our President and our Community Liaison will attend welcoming functions and will be happy to make welcoming remarks on

behalf of community when requested. Our receptionist will continue to provide information to walk-in tourists, provide hotel information over the telephone, route telephone callers and walk-in tourist to Visit College Station and provide event information as needed.

Exhibit C
Performance Measures

EXHIBIT C – PERFORMANCE MEASURES REPORT
Proposed Fiscal Year 2023

BRYAN/COLLEGE STATION CHAMBER OF COMMERCE

Description & Budget Explanation:

The mission of the Bryan/College Station Chamber of Commerce is to unite the business and professional leaders in the community to expand the economy of the area. The budget for the Chamber would function as payment to the Chamber in recognition of expenses it incurs in its ongoing efforts to support tourism in the city of College Station

	FY21	FY22	FY23
	Actual	Actual	Requested
Budget Summary	\$22,500	\$25,000	\$25,000

Program Name: Tourism and Hospitality

Service Level: Targeted tourism advocacy and event promotion. Providing exceptional tourism related customer service.

Performance Measures	FY20	FY21	FY22
Chamber Annual Banquet at CS Hilton Conference Center			
Area of attraction of attendees	Regional	Regional	Regional
Number of event attendees	553	363	594
Estimated out of town attendees	240	145	260
Awareness/Marketing			
Promoted via newspaper, radio, television and website	Yes	Yes	Yes
Economic Outlook Conference			
Area of attraction of attendees	Regional	Regional	Regional
Number of event attendees	555	300	552
Estimated out of town attendees	280	140	275
Awareness/Marketing			
Promoted via newspaper, radio, television and website	Yes	Yes	Yes

Exhibit D
Certificates of Insurance



BRYACOL-04

CTREJO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: Carina Barnes	
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 764-7603
	E-MAIL ADDRESS: ctrejo@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allmerica Financial Benefit Insurance Company	41840
INSURED Bryan College Station Chamber of Commerce 1733 Briarcrest Dr. Ste 200 Bryan, TX 77802	INSURER B : The Hanover American Insurance Company	36064
	INSURER C : Chubb Indemnity Insurance Company	12777
	INSURER D : Philadelphia Indemnity Insurance Company	18058
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Z2DH877593	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ Included
							\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			Z2DH877593	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			Z2DH877593	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	71776505	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Directors and Office			PHSD1724238	7/1/2022	7/1/2023	Each Policy Period 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes a additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The Worker's Compensation policy includes a blanket Waiver of Subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

CANCELLATION

City of College Station PO Box 9960 College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Exhibit E
Certificate of Reimbursement Request Form

Exhibit E
REIMBURSEMENT REQUEST FORM
CITY OF COLLEGE STATION
HOTEL TAX FUNDING REQUEST
2021-2022

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN FUNDING AGREEMENT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. I certify that the request for reimbursement submitted is accurate and in accordance with the approved funding agreement and Texas Tax Code § 351.101.

Signature of Authorized Agency Contact

Date

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
<p>I hereby certify:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The information presented on this form is true and complete to the best of my knowledge; <input type="checkbox"/> All programs and services have been executed in accordance with the terms and requirements of the contract; <input type="checkbox"/> All expenses for which payment is being requested herein were incurred by the above-referenced program(s); <input type="checkbox"/> All approved Board minutes and agendas have been received by the Budget and Financial Reporting Department; <input type="checkbox"/> All signed and dated Financial Activity Reports, Narrative Reports, Performance Measures and Expenditure Reports have been received by the Budget and Financial Reporting Department; <input type="checkbox"/> All supporting documentation to substantiate this request has been received by the Budget and Financial Reporting Department. <input type="checkbox"/> The agency is in full compliance with the terms and conditions of the above referenced contract. <p>I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Signature of Agency Contact</div> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Date</div> </div>	
II. Contract Manager's Certification	
<p>I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.</p> <p>I hereby approve payment to the agency in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Signature of Contract Manager</div> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Date</div> </div>	
III. Budget Manager's Certification	
<p>I hereby approve payment to the agency in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Signature of Budget Manager</div> <div style="width: 45%; border-top: 1px solid black; text-align: center;">Date</div> </div>	

Exhibit F
List of Additional Benefits

Agency shall provide the following to the City:

1. Annual Banquet

City shall be listed as title sponsor on all media, invitation, and signage at event.

Chamber shall provide table of 12, front and center at event.

Mayor shall introduce keynote speaker.

2. Economic Outlook Conference

City shall be listed as hospitality sponsor on all media, invitation, notebook and signage at event.

Chamber shall provide table of 8 front and center at event and luncheon.

Mayor shall be seated at head table or speakers table at luncheon if such tables are provided .

Mayor will be provided an opportunity to make remarks at the beginning of the event.

3. Membership/Membership Listing

Chamber shall provide 1 Platinum Membership valued at \$2,130 at Silver Membership rate of \$720.

Chamber shall provide the following listings in online Directory:

City of College Station City Manager (Bryan Woods)

City of College Station City Council (Karl Mooney, Mayor)

City of College Station Parks and Recreation (Steve Wright, Parks and Recreation Director) Listed under Event Facilities and Recreation

College Station Utilities (Timothy Crabb, Electric Utility Director; Allan Gibbs, Water Services Director) Listed under Utilities

4. Leadership Brazos

Chamber shall provide a maximum of two (2) \$500 scholarships to City employee(s) selected through the normal selection process.

5. Legislative Affairs

Chamber shall include 4 attendees on legislative trip to Austin (not including accommodations), list City as a sponsor, and include signage acknowledging sponsorship at reception .

Chamber shall include 2 attendees on trip to Washington, DC

Airfare and accommodations will not be paid by the Chamber

Chamber will pay for meals provided to the group, and transportation to and from the airport and any other activity requiring transport.

6. Advertising

Chamber shall provide a full-page ad in the Annual Directory at either the inside front cover or inside back cover.

Bryan/College Station Chamber of Commerce
BUDGETED Event Financial Information Fiscal Year 2022-2023

ANNUAL BANQUET

Revenue

Table Sales	\$49,550
Ticket Revenues	\$8,565
Sponsorship	<u>\$4,000</u>
Total Revenues	\$62,115

Expenses

Committee Expenses	\$0
Postage	\$429
Other Expenses	\$0
CS Hilton Expense	<u>\$25,513</u>

Total Expenses	\$25,942
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Net Revenues	<u>\$36,173</u>
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ECONOMIC OUTLOOK CONFERENCE

Revenue

Ticket and Table Revenue	<u>\$60,000</u>
Total Revenues	\$60,000

Expenses

Committee Expenses	\$0
Postage	\$400
CS Hilton Expense	\$17,863
Other Expenses	<u>\$0</u>

Total Expenses	<u>\$18,263</u>
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Net Revenues	<u>\$41,737</u>
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December 8, 2022
Item No. 9.8.
Arnold Road Fuel Station Construction Contracts

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with MBC Management for \$1,492,316 for construction services for the Arnold Road Fleet Fuel Station, a construction contract with A1 Pump, Inc. for \$571,507 for construction services for the Arnold Road Fleet Fuel Station, the City's contingency of \$203,377 for a total appropriation of \$2,267,200 and rejection of all previous responses in RFP 21-039 and RFP 21-068 regarding the project. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:

This project consists of the construction of a new fuel station with all equipment, tanks, and supported software upgrades to be located near College Station Utilities (CSU) along Arnold Road. The scope consists of one (1) new fuel station structure, fuel dispensers, fuel tanks, associated site work, installation of a new security fence and gates with card readers, and a detention pond.

For the site work and structural elements, the project was bid via competitive sealed proposal (CSP) on September 12, 2022, bid #22-085. Three (3) sealed bids were submitted. After evaluation and subsequent interviews, MBC Management offered the best value to the city based on the published selection criteria. The base bid was accepted.

A1 Pump was selected directly through Sourcewell (cooperative purchasing contract) for the purchase and installation of the fuel station equipment, tanks, and software.

The project is proposed to begin in January of 2023.

The contracts are on file with the City Secretary's Office.

Staff is also seeking approval for the rejection of all previous responses in RFP 21-039 and RFP 21-068 regarding the project.

Budget & Financial Summary:

A budget of \$2,585,000 is included in the General Government Capital Improvement Projects Fund. A total of \$ 317,721 has been expended or committed to date, leaving a balance of \$2,267,279 for these contracts and related costs.

Attachments:

1. Project Location Map - Arnold Rd Fuel Station

Project Location Map

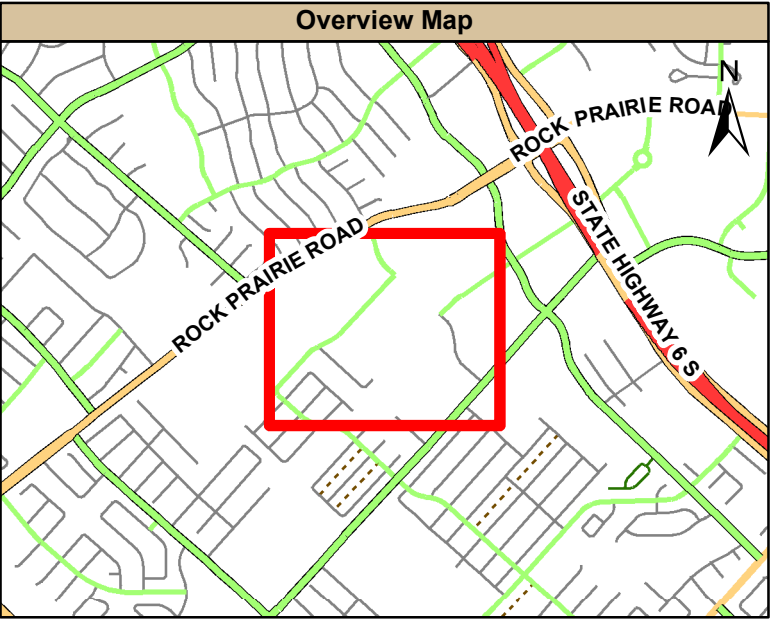
Fuel Station at Arnold Road

CO1902

Legend

- Streets**
- Functional Classification**
- MAJOR ARTERIAL
 - MAJOR COLLECTOR
 - MINOR COLLECTOR
 - LOCAL STREET
 - Property Parcels
 - Rivers

Location for new Fuel Station located at Arnold Rd.



DISCLAIMER: This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

December 8, 2022

Item No. 9.9.

Appointment of Emergency Management Coordinator

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the resolution.

Summary: The citizens have elected John Nichols as the Mayor for the City of College Station. In accordance with the Texas Disaster Act of 1975 the Mayor assumes the duty as the Emergency Management Director. The Emergency Management Director may designate an Emergency Management Coordinator who shall serve as assistant to the presiding officer of the political subdivision for emergency management purposes when so designated.

Budget & Financial Summary: No budgetary impact.

Attachments:

1. EMC Resolution 12-2022 (Tradd Mills) (1)
2. College Station - TDEM147- Rev 07.2021 (1)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY.

WHEREAS, the City Council recognizes the need to prepare for the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, requiring emergency action; and

WHEREAS, the Texas Division of Emergency Management (TDEM) according to the Texas Disaster Act of 1975, Chapter 418 shall identify the Emergency Management Director and the Emergency Management Coordinator responsible for the emergency management program; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby recognizes that Mayor John Nichols as the Emergency Management Director (EMD) for the City and gives the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.

PART 2: That the Mayor/EMD appoints Tradd Mills as the Emergency Management Coordinator for the City.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: “*The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information.*” **This form is used to make the required notification to TDEM in accordance with Governor Executive Order GA-05 submitted annually by the 1st of February of each year or within 30 days of any change of elected or appointed officials.**

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and mobile telephone numbers rather than home addresses and telephone numbers.

COUNTY:		<i>(Required)</i>
Jurisdiction:		<i>(City of County Name)</i>
Official's Title:		<i>(Mayor/Judge)</i>
Name:		<i>(First & Last Name)</i>
Mailing Address:		<i>(The best address to receive mail)</i>
City, State, Zip:		
Office Phone:		
Cell Phone:		
Fax Number:		
Email:		<i>(Please include-this is a back-up for mailing)</i>
24 Hr Contact #:		

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.

I HAVE appointed/re-appointed the Emergency Management Coordinator identified below to conduct the emergency management program for this jurisdiction. The effective date of appointment is:

We share our EMC with _____ (name of jurisdiction).

*If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayor must sign this form.
(See the third page for additional signature blocks.)*

The EMC for this jurisdiction is (Please select one):

Paid, full time, EMC only

Paid, full time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc.)
(please specify other duty/duties)

Paid, part time, EMC only.

Paid, part time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc.,
(please specify other duty/duties)

Unpaid/volunteer EMC only.

Unpaid/volunteer, EMC and other volunteer job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc., *(please specify other duty/duties)*

Other *(please describe)*

EMERGENCY MANAGEMENT COORDINATOR		
	Coordinator	Asst Coordinator
Name:		
Mailing Address:		
City, State, Zip:		
Office Phone:		
Cell Phone:		
Fax Number:		
Email Address:		
24 Hr Contact #.:		
Emergency Operations Center #:		

Check this box if the information above contains personal information pertaining to a law enforcement official such as personal home or cellular phone number, and/or home mailing or personal email address.

	City Manager	Public Health Director
Name:		
Mailing Address:		
City, State, Zip:		
Office Phone:		
Cell Phone:		
Fax Number:		
Email Address:		
24 Hr Contact #:		

	Public Information Officer
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Phone:	
Fax Number:	
Email Address:	
24 Hr Contact #:	

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Judge or Mayor Signature

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Date

PLEASE RETURN TO:

Texas Division of Emergency Management
 Operations Section
 1033 La Posada Drive, Ste 300
 Austin, Texas 78752

Phone: 512-424-2208

Email: soc@tdem.texas.gov

December 8, 2022
Item No. 9.10.
LULAC Oak Hill Supplementing Resolution 04-28-22-8.5

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action adopting a resolution supplementing resolution 04-28-22-8.5, authorizing a promissory note in the principal amount of \$2,808,000, pursuant to a contract for Loan Guarantee Assistance Under Section 108 of the Housing Community Development Act of 1974, as amended.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s):

Staff recommends adoption of a supplementing resolution 04-28-22-8.5 for the Section 108 Loan for the rehabilitation project at LULAC Oak Hill Apartments.

Summary:

Resolution 04-28-22-8.5 provided approval of all documents and authorizes the City Manager to execute the contracts following the approval by the Texas Attorney General. This supplementing resolution adds specific language required by the Texas Attorney General.

Background: At the April 22, 2021 meeting, City Council approved the application to the U. S. Department of Housing and Urban Development (HUD) for a Section 108 Loan to provide funding to L.U.L.A.C. Oak Hill, Inc. for the cost of construction and permanent financing for the rehabilitation of its property located at 1105 Anderson. The Section 108 program is a provision of the Community Development Block Grant (CDBG) program and allows Entitlement Communities to borrow up to five times their current annual grant amount. Future CDBG allocations guarantee the loan. Section 108 loans can be used as a source of financing for economic development, housing rehabilitation, public facilities, and infrastructure.

LULAC Oak Hill Apartments were developed originally through the Section 202 Supportive Housing for the Elderly program. Therefore, 100% of the residents are at or below 50% of the area median income. Residents must also be 62 years of age or older. Therefore, this activity meets the objective of assisting low-to-moderate income residents and the goal identified in the 2020 – 2024 Consolidated Plan of addressing Rental Housing – Rehabilitation for Special Needs populations.

LULAC Oak Hill Apartments is a 50-unit property constructed over 40 years ago to provide housing for low-income elderly residents and persons with disabilities. The property has never undergone a substantial rehabilitation and many of its components are well beyond their useful life and in poor condition. The work will include complete interior and exterior renovations that will increase the safety for the tenants and include energy efficient upgrades. As the property maintains 100% occupancy, temporary relocation will take place while each unit is being renovated. Relocation expenses will include housing, storage, and moving expenses for each tenant. This project will ensure safe, decent, affordable housing for the City's low-income elderly population for many years.

The application for \$2,808,000 was approved by HUD on August 17, 2021. The application indicated the amount loaned to L.U.L.A.C Oak Hill, Inc. would be in the form of a 0% interest loan and that interest payments and fees

required by the Section 108 loan would be paid out of the Community Development fund as a CDBG expense. The Guarantee Fee is 2.15%.

The Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act of 1974, as amended, 42 U.S.C §5308 is attached. This contract provides funding to the City of College Station for the rehabilitation of 1105 Anderson.

The Section 108 Loan Agreement between L.U.L.A.C Oak Hill, Inc. and the City of College Station, along with the Note and Deed of Trust provides the funding from the City to L.U.L.A.C Oak Hill for cost of construction and permanent financing of the rehabilitation of its property located at 1105 Anderson.

Documents have been submitted to the Texas Attorney General for approval prior to execution of documents with L.U.L.A.C. Oak Hill, Inc. An updated General Certificate will be submitted to include the current Mayor and City Council information.

Budget & Financial Summary:

The approval of this loan will increase the Community Development/CDBG budget. The City will be required to maintain funds in designated account for Section 108 funds.

Attachments:

1. Resolution Supplementing Resolution 04-28-22-8.5
2. Exhibit A to Resolution
3. Exhibit B to Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, SUPPLEMENTING RESOLUTION 04-28-22-8.5, AUTHORIZING A PROMISSORY NOTE IN THE PRINCIPAL AMOUNT OF \$2,808,000 PURSUANT TO A CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER SECTION 108 OF THE HOUSING COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

WHEREAS, the City of College Station (“City”) has an established Community Development Program under Chapter 373 of the Texas Local Government Code;

WHEREAS, the City is authorized by Chapter 373 of the Texas Local Government Code to issue notes or other obligations guaranteed by the Secretary of Housing and Urban Development under Section 108, Housing and Community Development Act of 1974, as amended;

WHEREAS, the City has applied for and received approval for Section 108 Loan Guarantee Funds under Section 108 of the Housing and Community Development Act of 1974, as Amended, 42 U.S.C. §5308;

WHEREAS, on April 28, 2022, Resolution 04-28-22-8.5 was adopted by the College Station City Council authorizing and authorizing and approving the transactions which are the subject of this Resolution;

WHEREAS, the City desires to issue a promissory note, in the amount of \$2,808,000 (the “Note”), pursuant to a Contract for Loan Guarantee Assistance under Section 108 of the Housing and Community Development Act (the “Section 108 Contract”) a copy of which is on file with the City Secretary and attached to Resolution 04-28-22-8.5; and

WHEREAS, the City deems it advisable to authorize, issue and sell the Note in a principal amount of \$2,808,000 pursuant to the Section 108 Contract and for the purposes stated therein and payable from the sources identified herein; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART A: The terms of the Section 108 Contract, attached hereto as Exhibit A, are incorporated into this Resolution. The terms of the Note, attached hereto as Exhibit B, are incorporated into this Resolution. The Note is hereby authorized to be delivered by the City.

PART B: (A) As security for the payment of interest on and principal of the Note, as such interest comes due and such principal matures, the City hereby pledges (1) all allocations or grants which have been made or for which the City may become eligible under Section 106 of The Housing and Community Development Act of 1974, as amended (the “Act”); (2) grants which are or may become available to the City pursuant to Section 108(q) of the Act; (3) certain program income (as defined at 24 CFR 570.500(a)) directly generated from the use of Guaranteed Loan Funds (as defined in the Section 108 Contract); (4) all proceeds (as described in the Section 108

Contract including insurance and condemnation proceeds) from the foregoing; and (6) all funds or investments in certain accounts established pursuant to the Section 108 Contract. The allocations and grants described in Part 2 (1) and (2) of this Resolution are referred to herein as “Grant Revenues”.

(B) Chapter 1208, Government Code, applies to the issuance of the Note and the pledge of Grant Revenues, program income, and proceeds, funds and investments granted by the City under this Section, and is therefore valid, effective, and perfected.

PART C: (A) A special interest and sinking fund (the “Interest and Sinking Fund”) is hereby created solely for the benefit of the Note, and the Interest and Sinking Fund shall be established and maintained by the City at an official depository bank of the City. The Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the City and shall be used only for paying the interest on and principal of the Note. The Interest and Sinking Fund shall constitute the Loan Repayment Account under the Section 108 Contract regarding the establishment of deposit and investment accounts, maintenance, use and investment of funds the Loan Repayment Account. Moneys deposited in the Interest and Sinking Fund may be invested by the City in investments authorized under Texas state law, including Chapter 2256, Texas Government Code. Any income received from such investments shall be retained in the Interest and Sinking Fund.

(B) Upon receipt of Grant Revenue or program income by the City, the City shall deposit to the Interest and Sinking Fund an amount sufficient, after accounting for the amounts then on deposit, to pay the interest on the Note as such interest becomes due, and to pay the principal of the Note as such principal matures.

PART D: Resolution 04-28-22-8.5 and the findings and recitals set forth in the recitals to this Resolution are hereby incorporated in and made a part of this Resolution.

PART E: The meeting at which Resolution 04-28-22-8.5 was approved and the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code 551.

ADOPTED this ____ day of _____, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**CONTRACT FOR LOAN GUARANTEE ASSISTANCE UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT
OF 1974, AS AMENDED, 42 U.S.C. §5308**

Date of Contract _____

This Contract for Loan Guarantee Assistance ("Contract") is entered into between College Station, Texas, as Borrower (the "Borrower"), and the Secretary of Housing and Urban Development ("Secretary"), as guarantor for the Guarantee made pursuant to section 108 ("Section 108") of title I of the Housing and Community Development Act of 1974, as amended (the "Act") and 24 CFR Part 570, Subpart M, of the promissory note executed contemporaneously herewith and numbered B-20-MC-48-0007 [LULAC Oak Hill Apartments Project], in the Maximum Commitment Amount of \$2,808,000, and any amended note or note issued in substitution for such note and having the same note number (the "Note"). This is the first Contract under the Funding Approval ("Commitment") of the same number, which was approved by the Secretary on August 17, 2021. The funds paid or credited to the account of the Borrower pursuant to the Note are referred to herein as the "Guaranteed Loan Funds." The Note (including the Fiscal Agency Agreement and the Trust Agreement as defined in Section I.A. of the Note and incorporated therein) is hereby incorporated into the Contract. Terms used in the Contract with initial capital letters and not otherwise defined in the text hereof shall have the respective meanings given thereto in the Note. The Fiscal Agency Agreement and the Trust Agreement are sometimes collectively referred to herein as the "Fiscal Agency/Trust Agreements," and the Fiscal Agent and the Trustee respectively are sometimes collectively referred to as the "Fiscal Agent/Trustee."

PART I

- A. **The Note: Advances and Records.** The Note provides that Advances and Conversion Date Advances shall be made thereunder upon the written request of the Borrower and the approval of the Secretary, pursuant to this Contract and the Fiscal Agency Agreement. The Commitment Schedule attached to the Note represents the principal repayment schedule for the Maximum Commitment Amount of the Note. At all times, the total amount of all Advances and Conversion Date Advances under the Note for all Principal Due Dates shall

not exceed the Maximum Commitment Amount of the Note. Prior to the Conversion Date (as defined in the Note, Section I.A.), the total amount of Advances made by the Holder for each Principal Due Date under the Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth in the Commitment Schedule of the Note. Prior to the Conversion Date, the Borrower agrees that the Fiscal Agent pursuant to the Fiscal Agency Agreement shall record the date and amount of each payment and Advance under the Note and shall maintain the books and records of all Advances and Conversion Date Advances for each Principal Due Date, interest rates on Advances, payments, and Principal Amounts outstanding for each Principal Due Date. On and after the Conversion Date, the Borrower agrees that the Trustee pursuant to the Trust Agreement will maintain the books and records of all payments on the Note and all Principal Amounts and interest rates on such Principal Amounts (each as to be set forth on Schedule P&I to the Note). No advances of any kind may be made on the Note after its Conversion Date.

- B. **Borrower's Requests for Advances.** All requests for Advances or Conversion Date Advances by the Borrower under the Note shall: be in writing; specify the amount of the Advance requested; identify the Note by Borrower, number and Maximum Commitment Amount; be addressed to the Secretary at the address for notices specified in paragraph 12(f) of this Contract; be signed by an authorized official of the Borrower; and otherwise be in the form prescribed by the Secretary. Advances and Conversion Date Advances shall be requested and will only be approved and made in increments of not less than \$1,000 for any Principal Due Date. A request for an initial Advance under a Note, or a request for a Conversion Date Advance, shall be received by the Secretary at least ten Business Days prior to the Borrower's proposed Funding Date or Conversion Date, as applicable. All other requests for Advances shall be received by the Secretary not less than five Business Days prior to the proposed Funding Date. The Borrower may not deliver a Note or a request for an Advance or Conversion Date Advance to the Secretary more than two calendar months prior to the Borrower's proposed Funding Date. At least two Business Days prior to the proposed Funding Date or Conversion Date if the Borrower's request was timely received, or the next available Funding Date for which the request was timely received, the Secretary shall, except as otherwise provided in paragraph 11(c) or 12 hereof, deliver a corresponding

Authorization Order or Advance Order (as applicable) to the Fiscal Agent in accordance with Section 2.03 or 2.04 of the Fiscal Agency Agreement for the applicable Funding Date or Conversion Date. If the Borrower requests an Advance or Conversion Date Advance of less than the outstanding Maximum Commitment Amount under the Note, the Borrower may also specify in its written request the amount of the Advance or Conversion Date Advance to be allocated to each Commitment Amount or Principal Amount per Principal Due Date under the Note. If the Borrower does not specify how the Advance or Conversion Date Advance should be allocated among Commitment Amounts/Principal Due Dates, the Borrower hereby authorizes the Secretary to direct the Fiscal Agent to allocate the Advance to the respective Commitment Amounts or Principal Amounts in order of the earliest Principal Due Date(s).

- C. **Conversion; Public Offering.** On the Conversion Date (if any), trust certificates backed by the Note (and similar notes issued by other Section 108 borrowers) will be purchased for a purchase price of the full principal amount thereof by underwriters selected by the Secretary (the "Underwriters") pursuant to an Underwriting Agreement between the Underwriters and the Secretary, at a closing on such Conversion Date as determined by the Secretary and the Underwriters. The Borrower agrees that the interest rate at which the trust certificate of a specified maturity is sold to the Underwriters shall govern the interest rate inserted on the Conversion Date in Schedule P&I of the Note for the Principal Amount of corresponding maturity.
- D. **Guarantee Fee.** The Borrower shall pay to the Secretary a fee equal to 2.15% of each Advance to offset the credit subsidy cost of the guaranteed loan. This fee which was announced on August 26, 2020, 85 Fed. Reg. 52479, for Section 108 loan guarantee disbursements under loan guarantee commitments awarded in FY 2021 is due to the Secretary no later than the time of the disbursement of each Advance to the Borrower. The fee is payable from allocations or grants which have been made to Borrower under Section 106 of the Act (including program income derived therefrom) or from other sources, but is only payable from Guaranteed Loan Funds if the fee is deducted from the Advance.
- E. **Consents.** By execution of this Contract, the Borrower ratifies and consents to the Secretary's selection of the Underwriters and authorizes the Secretary to negotiate with the Underwriters the terms of the Underwriting Agreement and of the public offering of interests in the trust

certificates to investors (including the applicable interest rates). In addition, by execution hereof the Borrower ratifies and consents to the Secretary's selection of the Fiscal Agent/Trustee and agrees to the respective terms of the Fiscal Agency/Trust Agreements. If Advances have been made in the Maximum Commitment Amount of the Note not less than ten Business Days prior to the proposed Conversion Date, or if the Borrower requests a Conversion Date Advance, the Borrower authorizes the Secretary to deliver Schedule P&I to the Note completed in accordance herewith to the Fiscal Agent/Trustee on the Conversion Date in accordance with the Fiscal Agency/Trust Agreements, concurrent with delivery of the Secretary's Guarantee of the trust certificates at the closing on the Conversion Date, and thereafter the Note shall be enforceable in accordance with its terms including Schedule P&I. In addition, the Secretary reserves the right to notify the Borrower not less than one calendar month in advance of a specified Conversion Date that the Note will be sold to the Underwriters on such date, if the Secretary in his sole discretion determines that market conditions or program needs require the participation in the proposed public offering of all or substantially all Borrowers with outstanding Advances.

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PART II

1. Receipt, Deposit and Use of Guaranteed Loan Funds.

(a) Except for funds deducted on the Conversion Date pursuant to paragraph 4(b) and fees and charges deducted by the Fiscal Agent/Trustee pursuant to paragraph 4(a), the Guaranteed Loan Funds shall be electronically transferred in accordance with the Borrower's instructions for deposit in a separate, identifiable account (the "Guaranteed Loan Funds Account") with a financial institution whose deposits or accounts are Federally insured. The Guaranteed Loan Funds Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account"

(Attachment 1) and shall be continuously maintained for the Guaranteed Loan Funds. Such Letter Agreement must be executed when the Guaranteed Loan Funds Account is established, and an original of this Letter Agreement, signed by the Borrower and the financial institution, shall be submitted by the Borrower to the Secretary with this signed Contract.

The Borrower shall make withdrawals from said account only for payment of the costs of approved Section 108 activities, for transfer to the Loan Repayment Account or for the temporary investment of funds pursuant to this paragraph 1(a). Such temporary investment of funds into the Guaranteed Loan Funds Investment Account shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Guaranteed Loan Funds Account. At that time, any balance of funds in the Guaranteed Loan Funds Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof, held in the Guaranteed Loan Funds Investment Account.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with the cash requirements of the approved activities. In no event shall the investments mature on or after March 31, 2024 or have maturities which exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Guaranteed Loan Funds Investment Account") established and designated as

prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Guaranteed Loan Funds Account. The Guaranteed Loan Funds Investment Account need only be established if and when the Borrower is required to invest, or otherwise invests, the Guaranteed Loan Funds in Government Obligations. Such Letter Agreement must be executed when the Guaranteed Loan Funds Investment Account is established and an original of this Letter Agreement, signed by the Borrower and the financial institution, shall be submitted to the Secretary within thirty days of its execution. All proceeds and income derived from such investments shall be returned to the Guaranteed Loan Funds Account.

All funds in the Guaranteed Loan Funds Account or the Guaranteed Loan Funds Investment Account must be withdrawn and disbursed by the Borrower for approved activities by March 31, 2024. Any funds remaining in either Account after this date shall be immediately transferred to the Loan Repayment Account established pursuant to paragraph 6 of this Contract.

(b) The Borrower shall by the fifteenth day of each month provide the Secretary with an electronic copy of a statement showing the balance of funds in the Guaranteed Loan Funds Account and the withdrawals from such account during the preceding calendar month, and an electronic copy of a statement identifying the obligations and their assignments in the Guaranteed Loan Funds Investment Account. Borrower shall e-mail the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Guaranteed Loan Funds and Guaranteed Loan Funds Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligations of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

2. **Payments Due on Note; Final Payment and Discharge.** The Borrower shall pay to the Fiscal Agent/Trustee, as collection agent for the Note, all amounts due pursuant to the terms of the Note. In accordance with the Note and the

Fiscal Agency/Trust Agreements, payment shall be made by 3:00 P.M. (New York City time) on the seventh Business Day (the "Note Payment Date") preceding the relevant Interest Due Date or Principal Due Date (each as defined in the Note). If any Note Payment Date falls on a day that is not a Business Day, then the required payment shall be made on the next Business Day. Payment may be made by check or wire transfer.

Upon final payment of all amounts due to Holders under the Note, including any payment made by the Secretary pursuant to the Guarantee, the Fiscal Agent/Trustee is required by the Fiscal Agency/Trust Agreements to return the Note to the Secretary. Upon final payment to the Secretary of any amounts due as a result of Guarantee Payments or otherwise due under this Contract, the Secretary will cancel and return the Note to the Borrower in discharge of the Borrower's obligations under the Note.

3. **Selection of New Fiscal Agent or Trustee.** The Secretary shall select a new Fiscal Agent or Trustee if the Fiscal Agent or Trustee resigns or is removed by the Secretary. The Borrower hereby consents in advance to any such selection and to any changes in the Fiscal Agency/Trust Agreements agreed to by any Fiscal Agent or Trustee and the Secretary, subject to paragraph 4(e) of this Contract.
4. **Payments Due Fiscal Agent or Trustee; Documents to the Secretary.**

(a) The Borrower agrees to pay the fees of the Fiscal Agent as required by Exhibit G to the Fiscal Agency Agreement, and any additional amounts that may be due pursuant to Section 6.01 of the Fiscal Agency Agreement. If not paid by the Borrower by any other means prior thereto, the Borrower agrees that any such fees or additional amounts that have been incurred prior to an Advance or a Conversion Date Advance may be deducted by the Fiscal Agent/Trustee from the proceeds of the Advance or Conversion Date Advance, as applicable.

(b) The Borrower agrees to pay the Borrower's share, as determined by the Secretary, of the customary and usual issuance, underwriting, and other costs related to the public offering and future administration of the Note and the trust certificates, as approved by the Secretary, including the cost of reimbursement and/or compensation of

the Trustee pursuant to the Trust Agreement, including Sections 3.11 and 7.01 thereof. In connection with the public offering on the Conversion Date, such payment shall either be made by wire transfer to the Trustee on the day prior to the Conversion Date or shall be deducted from the Guaranteed Loan Funds on the Conversion Date.

(c) The Borrower shall submit to the Secretary not later than ten Business Days prior to the Funding Date for the initial Advance hereunder, or if not submitted earlier, prior to any Conversion Date or Public Offering Date applicable to the Note, this executed Contract, the executed Note, a request for an Advance or a Conversion Date Advance (as applicable) in proper form, and an opinion acceptable to the Secretary from the Borrower's counsel to the effect that: (i) the governing body of the Borrower has authorized by resolution or ordinance, in accordance with applicable State and local law, the issuance of the Note and the execution of this Contract; (ii) the Note and this Contract are valid, binding, and enforceable obligations of the Borrower; (iii) the pledge of funds pursuant to 24 CFR 570.705(b)(2) and paragraph 5(a) of this Contract is valid and binding; and (iv) there is no outstanding litigation that will affect the validity of the Note or this Contract. In addition, the Borrower shall submit any other additional documents or opinions specifically required by this Contract (e.g., paragraph 5(c), or paragraph 15, et seq.), at the time required thereby.

(d) The Borrower agrees to reimburse the Underwriters upon demand by the Secretary for the Borrower's share, as determined by the Secretary, of all reasonable out-of-pocket expenses (including reasonable fees and disbursements of counsel) incurred in connection with a proposed public offering, if the Underwriters incur such additional costs for the public offering because of any refusal, inability, or failure on the part of the Borrower timely to submit in acceptable form any document required by this Contract (including paragraph 4(c)), or because of any withdrawal by the Borrower from the public offering, after the Borrower has submitted a request for a Conversion Date Advance hereunder. By execution and delivery of this Contract to the Secretary, the Borrower hereby expressly authorizes the Secretary to pay amounts due under this paragraph from funds pledged under paragraph 5(a) of this Contract.

(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal

Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses, or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5 or 15 *et seq.* of this Contract.

5. **Security.** The Borrower hereby pledges as security for repayment of the Note, and such other charges as may be authorized in this Contract, the following:

- (a) All allocations or grants which have been made or for which the Borrower may become eligible under Section 106 of the Act, as well as any grants which are or may become available to the Borrower pursuant to Section 108(q).
- (b) Program income, as defined at 24 CFR 570.500(a) (or any successor regulation), directly generated from the use of the Guaranteed Loan Funds.
- (c) Other security as described in paragraph 15, *et seq.*
- (d) All proceeds (including insurance and condemnation proceeds) from any of the foregoing.
- (e) All funds or investments in the accounts established pursuant to paragraphs 1 and 6 of this Contract.

6. **Loan Repayment Account.**

(a) All amounts pledged pursuant to paragraphs 5(b), 5(c), and 5(d) of this Contract shall be deposited immediately on receipt in a separate identifiable account (the "Loan Repayment Account") with a financial institution whose deposits or accounts are Federally insured. The Loan Repayment Account shall be established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Deposit Account" (**Attachment 1**) and shall be maintained for such pledged funds. The Loan Repayment Account need only be established if and when the Borrower receives amounts pledged pursuant to paragraph 5(b), 5(c) or 5(d). Such Letter Agreement must be executed when the Loan Repayment Account is established and an original of this Letter Agreement, signed by the Borrower and the financial institution, shall be submitted by the Borrower to the Secretary within thirty days of its execution. Borrower shall make withdrawals from said account only for the

purpose of paying interest and principal due on the Note (including the purchase of Government Obligations in accordance with paragraph 10 hereof), for payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or for the temporary investment of funds pursuant to this paragraph, until final payment and discharge of the indebtedness evidenced by the Note, unless otherwise expressly authorized by the Secretary in writing. Such temporary investment of funds shall be required within three Business Days after the balance of deposited funds exceeds the amount of the Federal deposit insurance on the Loan Repayment Account. At that time, the balance of funds in the Loan Repayment Account exceeding such insurance coverage shall be fully (100%) and continuously invested in Government Obligations, as defined in paragraph 10 hereof.

All temporary investments, whether or not required as above, shall be limited to Government Obligations having maturities that are consistent with cash requirements for payment of principal and interest as required under the Note. In no event shall the maturities of such investments exceed one year. All such investments shall be held in trust for the benefit of the Secretary by the above financial institution in an account (the "Loan Repayment Investment Account") established and designated as prescribed in the attached form document entitled "Letter Agreement for Section 108 Loan Guarantee Program Investment Account" (**Attachment 2**), which account shall be maintained for all Government Obligations purchased with funds from the Loan Repayment Account. Such Letter Agreement must be executed when the Loan Repayment Investment Account is established, and an original of this Letter Agreement, signed by the Borrower and the financial institution, shall be submitted to the Secretary within thirty days of its execution. All proceeds and income derived from such investments shall be returned to the Loan Repayment Account.

(b) Borrower shall by the fifteenth day of each month, provide the Secretary with an electronic copy of a statement showing the balance of funds in the Loan Repayment Account and the deposits and withdrawals of all funds in such account during the preceding calendar month and an electronic copy of a statement identifying the obligations and their assignments in the Loan Repayment Investment Account. Borrower shall email the electronic copies to 108reports@hud.gov.

(c) Upon the Secretary giving notice that the Borrower is in Default under this Contract or the Note, all right, title, and interest of the Borrower in and to the Loan Repayment and Loan Repayment Investment Accounts shall immediately vest in the Secretary for use in making payment on the Note, purchase of Government Obligations in accordance with paragraph 10, or payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements.

7. **Use of CDBG, EDI or BEDI Funds for Repayment.** Any funds available to the Borrower under Section 106 of the Act (including program income derived therefrom) are authorized to be used by the Borrower for payments due on the Note, Optional Redemption (as defined in the Note), payment of any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, or the purchase of Government Obligations in accordance with paragraph 10. Any funds specifically available to the Borrower for such payments or as a debt service reserve under an EDI or BEDI Grant Agreement pursuant to Section 108(q) of the Act which supports the eligible project(s) and activities financed by the Note may also be used therefor; any other use of Section 108(q) funds for such purposes shall require the prior written approval of the Secretary. Unless otherwise specifically provided herein or unless otherwise expressly authorized by the Secretary in writing, the Borrower shall substantially disburse funds available in the Loan Repayment or the Loan Repayment Investment Accounts before funds from grants under Section 106 of the Act are withdrawn from the U.S. Treasury for such purposes.
8. **Secretary's Right to Restrict Use of CDBG Funds to Repayment.** Upon a determination by the Secretary that payments required by paragraph 2 and/or paragraph 4 of this Contract are unlikely to be made as specified, the Secretary may give the Borrower notice that the availability to the Borrower of funds pledged under paragraph 5(a) of this Contract for purposes other than satisfaction of the pledge is being restricted. This restriction shall be in an amount estimated by the Secretary to be sufficient to ensure that the payments referred to in paragraph 2 and/or paragraph 4 hereof are made when due. This restriction may be given effect by conditioning the restricted amounts to prohibit disbursement for purposes other than satisfaction of the pledge at the time such restricted funds are approved as grants, by limiting the Borrower's ability to

draw down or expend the restricted funds for other purposes, and by disapproving payment requests submitted with respect to such grants for purposes other than satisfaction of the pledge.

9. **Secretary's Right to Use Pledged Funds for Repayment.** The Secretary may use funds pledged under paragraph 5(a) of this Contract or funds restricted under grants pursuant to paragraph 8 of this Contract to make any payment required of the Borrower under paragraph 2 and/or paragraph 4, if such payment has not been timely made by the Borrower.
10. **Defeasance.** For purposes of this Contract, after the Conversion Date the Note shall be deemed to have been paid (defeased) if there shall have been deposited with the Trustee either moneys or Government Obligations (as defined below), which in the sole determination of the Secretary, mature and bear interest at times and in amounts sufficient, together with any other moneys on deposit with the Trustee for such purpose, to pay when due the principal and interest to become due on the Note. The Aggregate Principal Amount of the Note or any unpaid Principal Amount may be so defeased, in whole or in part, as of any Interest Due Date, or any other Business Day acceptable to both HUD and the Borrower. In accordance with the Note and the Trust Agreement, the Borrower shall give timely notice and written instructions to the Secretary and the Trustee concerning any principal amounts proposed to be defeased, including any Optional Redemptions proposed, which instructions shall be approved by the Secretary. If the unpaid Aggregate Principal Amount of the Note guaranteed pursuant to this Contract shall be defeased and deemed to have been paid in full, then the Borrower shall be released from all agreements, covenants, and further obligations under the Note.

"Government Obligation" means a direct obligation of, or any obligation for which the full and timely payment of principal and interest is guaranteed by, the United States of America, including but not limited to, United States Treasury Certificates of Indebtedness, Notes and Bonds - State and Local Government Series or certificates of ownership of the principal of or interest on direct obligations of, or obligations unconditionally guaranteed by, the United States of America, which obligations are held in trust by a commercial bank which is a member of the Federal Reserve System and has capital and surplus (exclusive of undivided profits) in excess of \$100,000,000.

11. **Default.** (a) A Default under the Note and this Contract

shall occur upon failure by the Borrower to:

(i) pay when due an installment of principal or interest on the Note; or (ii) punctually and properly perform, observe, and comply with any covenant, agreement, or condition contained in: (A) this Contract, (B) any security agreement, deed of trust, mortgage, assignment, guarantee, or other contract securing payment of indebtedness evidenced by the Note, or (C) any future amendments, modifications, restatements, renewals, or extensions of any such documents.

(b) The Borrower waives notice of Default and opportunity for hearing with respect to a Default under paragraph 11(a).

(c) In addition to Defaults under paragraph 11(a), the Secretary may declare the Note in Default if the Secretary makes a final decision in accordance with the provisions of section 111 of the Act and 24 CFR 570.913 (or any successor provisions), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with title I of the Act.

Notwithstanding any other provision, following the giving of such reasonable notice, the Secretary may, in the Secretary's sole discretion pending the Secretary's final decision, withhold the guarantee of any or all obligations not yet guaranteed on behalf of the Borrower under outstanding commitments, suspend approval of any further Advances or Conversion Date Advances under the Note, and/or direct the Borrower's financial institution to: refuse to honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account initiated by the Borrower, and/or refuse to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account.

12. **Remedial Actions.** Upon a Default or declaration of Default under this Contract, the Secretary may, in the Secretary's sole discretion, take any or all of the following remedial actions:

(a) With any funds or security pledged under this Contract, the Secretary may: (i) continue to make payments due on the Note, (ii) make a prepayment under Section I.D. of the Note or make an acceleration payment with respect to the principal amount of the Note subject to Optional Redemption as provided

in Section III of the Note, (iii) purchase Government Obligations in accordance with paragraph 10 of this Contract, (iv) pay any interest due for late payment as provided in the Note, this Contract, or the Fiscal Agency/Trust Agreements, (v) pay any other obligation of the Borrower under this Contract or the Fiscal Agency/Trust Agreements, and/or (vi) pay any reasonable expenses incurred by the Secretary or the Fiscal Agent/Trustee as result of the Borrower's Default.

(b) The Secretary may withhold the guarantee of any or all obligations not yet guaranteed or the disbursement of any or all grants not yet disbursed in full under outstanding guarantee commitments or grant approvals for the Borrower under Sections 108 and/or 106 of the Act.

(c) The Secretary may withhold approval of any or all further Advances or Conversion Date Advances under the Note (if applicable); direct the Borrower's financial institution to refuse to: honor any instruments drawn upon, or withdrawals from, the Guaranteed Loan Funds Account or the Loan Repayment Account by the Borrower, and/or to release obligations and assignments by the Borrower from the Guaranteed Loan Funds Investment Account or the Loan Repayment Investment Account; and/or direct the Borrower and/or the Borrower's financial institution to transfer remaining balances from the Guaranteed Loan Funds Account to the Loan Repayment Account.

(d) Until the Conversion Date, or with respect to amounts subject to Optional Redemption, the Secretary may accelerate the Note.

(e) The Secretary may exercise any other appropriate remedies or sanctions available by law or regulation applicable to the assistance provided under this Contract, or may institute any other action available under law to recover Guaranteed Loan Funds or to reimburse the Secretary for any payment under the Secretary's Guarantee or any reasonable expenses incurred by the Secretary as a result of the Default.

(f) All notices and submissions provided for hereunder shall be in writing (including by telex, telecopier or any other form of facsimile communication) and mailed or sent or delivered, as to each party hereto, at its address set forth below or at such other address as shall be designated by such party in a written notice to the other party hereto. All such notices and other communications shall be effective when received as follows: (i) if sent by hand delivery, upon delivery; (ii) if sent by mail,

upon the earlier of the date of receipt or five Business Days after deposit in the mail, postage prepaid; (iii) if sent by telex, upon receipt by the sender of an answer back; and (iv) if sent by telecopier, upon receipt.

The Secretary:

U.S. Dept. of Housing and Urban Development
Attention: Paul Webster, Director
Financial Management Division
451 7th Street SW, Room 7282
Washington, DC 20410

Borrower:

City of College Station, Texas
Attention: Debbie Eller, Director
Community Development Division
PO Box 9960
College Station, TX 77840

13. **Limited Liability.** Notwithstanding any other provision of this Contract, the Fiscal Agency/Trust Agreements or the Note, any recovery against the Borrower for any liability for amounts due pursuant to the Note, the Fiscal Agency/Trust Agreements or this Contract shall be limited to the sources of security pledged in paragraph 5 or any Special Conditions of this Contract. Neither the general credit nor the taxing power of the Borrower, or of the State in which the Borrower is located, is pledged for any payment due under the Note, the Contract, or the Fiscal Agency/Trust Agreements.
14. **Incorporated Grant Agreement.** The Contract and the Note are hereby incorporated in and made a part of the Grant Agreement authorized by the Secretary on January 19, 2021 under the Funding Approval for grant number B-20-MC-48-0007 to the Borrower. In carrying out activities with the Guaranteed Loan Funds hereunder, the Borrower agrees to comply with the Act and 24 CFR Part 570, as provided in Subpart M thereof.
15. **Special Conditions and Modifications:**
 - (a) Paragraph 5(c) of the contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(c) Other security described generally in paragraph 15,

including but not limited to, all rights in and to the Security Documents defined in paragraph 15(d) and to the Collateral (defined in paragraph 15(c)) described therein, and all rights in and to any other collateral approved by the Secretary and described in **Attachment 4.**"

(b) Guaranteed Loan Funds shall be used by the Borrower for the activities described in subparagraphs (i), (ii), and (iii), subject to the requirements in subparagraph (iv).

(i) Borrower shall use the Guaranteed Loan Funds to make a loan to LULAC Oak Hill, Inc. (the "Subrecipient"), a non-profit, to carry out housing rehabilitation activities under 24 CFR 570.202 pursuant to 24 CFR 570.703(h), in connection with the LULAC Oak Hill Apartments Project (the "Project").

(ii) Reserved.

(iii) Reserved.

(iv) **Requirements on the use of Guaranteed Loan Funds:**

(A) **Transfer of Guaranteed Loan Funds:**

The Borrower shall not grant, loan, or otherwise transfer Guaranteed Loan Funds to any entity other than the Subrecipient to carry out the activity described in paragraph 15(b)(i).

Borrower shall not transfer Guaranteed Loan Funds to the Subrecipient until Borrower has received written approval from HUD approving the form of the Subrecipient Note and Subrecipient Loan Agreement (as defined in paragraph 15(b)(iv)(B)) and all other Security Documents (as defined in paragraph 15(d)) related to the pledge of collateral by the Subrecipient to the Borrower as security for the Subrecipient Note (including the legal opinion described in paragraph 15(e)(vii)) and the pledge of collateral by the Borrower to HUD as security for repayment

of the Note, and such other charges as may be authorized in this Contract.

The requirements in 24 CFR 570.503 and other provisions of 24 CFR part 570 related to subrecipients apply to the Borrower's transfer of Guaranteed Loan Funds to the Subrecipient and the activity carried out through the Subrecipient.

(B) **Subrecipient Loan Terms**

Borrower's loan to the Subrecipient shall be evidenced by a promissory note (the "Subrecipient Note") and a loan agreement that includes the provisions required by 24 CFR 570.503 (the "Subrecipient Loan Agreement").

The Subrecipient Note and Subrecipient Loan Agreement shall be in a form acceptable to the Secretary, shall be in form and content consistent with this Contract (with such provisions as are necessary to ensure compliance with requirements applicable to the use of the Guaranteed Loan Funds), enforceable under state and local law, and shall contain such other provisions as a prudent lender would reasonably require..

The Subrecipient Loan Agreement shall, as a condition of the loan, obligate Subrecipient to pledge the collateral described in paragraph 15(c).

The Subrecipient Loan Agreement shall also prohibit Subrecipient from selling, conveying, transferring or further encumbering the Property (as defined in paragraph 15(c)(i)) or any part thereof or any interest therein (whether legal, equitable, or beneficial), whether voluntarily, by gift, bequest, operation of law, merger, or in any other manner, after granting the lien described in paragraph

15(c)(i) without HUD's prior written approval.

The Subrecipient Loan Agreement shall also include any provisions necessary or appropriate to ensure compliance with all requirements associated with the use of the Guaranteed Loan Funds contained in this Contract and 24 CFR part 570, and to ensure that in the event that HUD's requirements conflict with any other agreement governing the use of the funds, HUD's requirements on the use of Guaranteed Loan Funds shall control.

The amount of principal and/or interest payable under the Subrecipient Note during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Note for the corresponding period. The Subrecipient Note shall not be subject to redemption or prepayment earlier than the earliest possible redemption date under the terms of the Note.

- (C) **Intercreditor and Other Agreements.** If HUD requirements made applicable by this Contract conflict with any other agreement governing the use of the Guaranteed Loan Funds, HUD's requirements on the use of Guaranteed Loan Funds shall control.

Without written approval by the Secretary, neither the Subrecipient or the Borrower shall enter or amend an intercreditor agreement, subordination agreement, or similar agreement that affects the Borrower's or HUD's rights under the Security Documents as defined in paragraph 15(d) or the collateral pledged to secure the Subrecipient's payment obligation under the Subrecipient Note or the rights assigned to HUD under the Security Documents pledged to

secure the Note, including HUD's rights under the lien described in paragraph 15(c) (i) (each individually, an "Intercreditor Agreement"). Intercreditor Agreements approved by the Secretary, including amendments, must be in a form acceptable to the Secretary.

(D) **New Markets Tax Credits.** Without prior written approval by HUD, the Borrower shall not use Guaranteed Loan Funds for an activity that is part of a project in which New Markets Tax Credits are part of the financing structure or in which Guaranteed Loan Funds will be used to leverage or generate New Markets Tax Credits pursuant to Section 45(D) of the Internal Revenue Code. At the discretion of the Secretary, HUD's approval and any related conditions may be provided in **Attachment 4**, as discussed below.

(E) **Alternative Collateral and Security Arrangements.** The Borrower shall not incur any obligations to be paid with Guaranteed Loan Funds which will be subject to the alternative collateral or security arrangements described in paragraph 15(c) (iv) prior to the approval and memorialization of the alternative collateral or security arrangements in **Attachment 4**.

(F) **Limitation on Tax-Exempt Bond Financing.** Without prior written approval by HUD, the Borrower shall not use Guaranteed Loan Funds for an activity or project that is financed in whole or in part with tax-exempt bonds. HUD will not unreasonably withhold approval if the use of Guaranteed Loan Funds complies with the requirements of 26 U.S.C. 149 and Circular No. A-129, Policies for Federal Credit Programs and Non-Tax Receivables, published by the White House Office of Management and Budget.

(c) To secure the payment and performance of the obligations of the Subrecipient to the Borrower in the Subrecipient Note and Subrecipient Loan Agreement, the Borrower shall obtain the collateral in subparagraphs (i) through (iii).

Alternatively, the Borrower may seek approval from HUD for alternative collateral or security arrangements, as described in subparagraph (iv) below.

The pledges and assignments required by (i) - (iii) and related security agreements, security documents, and financing statements required by (v) may be made in the instruments identified therein, or in a single instrument (individually or collectively, the "Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing"), which shall be signed by the Subrecipient, be in a form acceptable to the Secretary, and contain any provisions the Secretary deems necessary.

Collectively, the collateral described or identified in (i) - (iv) shall be referred to as the "Collateral", and shall be subject to the requirements in (v):

- (i) A sole first-priority lien on the real property described in **Attachment 3**, including all water rights, air rights, and other real property interests, together with any fixtures located on and any personal property affixed to, installed in, or attached to the real property, whether now owned or here-after acquired (the "Property"), established through an appropriate and properly recorded mortgage or deed of trust signed by the Subrecipient as mortgagor and securing repayment of the indebtedness evidenced by the Subrecipient Note, which shall contain such provisions as the Secretary deems necessary, and which must be in a form acceptable to the Secretary, including any subsequent amendments thereto.
- (ii) A first lien security interest in any and all rights, titles, and interests in and to any leases covering the Property and any rents derived from the Property. Such rights, titles, and interests shall be the subject of an appropriate and properly recorded collateral assignment of leases and rents, which shall be in a form acceptable to the Secretary, including any amendments thereto.
- (iii) A first lien security interest in any and all rights titles, and interests in and to any permits, licenses, agreements, and other intangible personal

property rights covering the Property, including but not limited to utility connection rights, or insurance policies held by the Subrecipient with respect to the Property, whether now owned or hereafter acquired, and which are used in connection with the maintenance, use, occupancy or enjoyment of the Property. Such rights, titles, and interests shall be the subject of a collateral assignment of interest in licenses, permits, and other agreements, which shall be in a form acceptable to the Secretary, including any amendments thereto.

- (iv) Such other alternative collateral or security arrangements as may be requested by the Borrower and approved by the Secretary in writing, which may include collateral pledged by the Subrecipient or directly by the Borrower. The alternative collateral shall be described in **Attachment 4** to this Contract, which may be updated from time to time to include all alternative collateral approved by the Secretary as security for the Note. The last dated **Attachment 4** that is agreed to and acknowledged by the signature of the parties identified in paragraph 12, their successors, or other authorized agents of the parties, is incorporated into this Contract and shall represent the agreement of the parties.
- (v) The Borrower shall take all steps necessary to attach, perfect, and maintain the perfection and priority of its security interests, and security interests granted to the Secretary, in the Collateral described in (i) through (iv), unless otherwise required by this paragraph or **Attachment 4**. Real property interests must be properly recorded. Personal property and fixtures pledged as Collateral shall be included in valid agreements necessary for attachment and perfection, for example, a security agreement that reasonably identifies the property, or in the case of a deposit account, a deposit account control agreement (together, the "Security Agreement or Other Security Documents"). As needed for attachment and perfection, the Security Agreement or Other Security Documents shall be referenced in appropriate Uniform Commercial Code ("UCC") Financing Statements filed

in accordance with applicable law and the UCC. The Security Agreement and Other Security Documents and related UCC Financing Statements shall contain such provisions as the Secretary deems necessary. UCC Financing Statements shall be refiled by the Borrower as necessary to remain current and effective.

- (d) Unless otherwise agreed to by the Secretary, the Borrower shall select a financial institution acceptable to the Secretary (the "Custodian") to act as custodian for the documents specified in 15(e) below (the "Security Documents"). The Borrower and the Custodian shall enter into a written agreement containing such provisions as the Secretary deems necessary. A fully signed original agreement shall be delivered to the Secretary contemporaneously with the delivery of this Contract and the Note. At the request of the Secretary, Borrower shall deliver electronic copies of all Security Documents to the office identified in paragraph 12, or upon the request of the Secretary, electronic copies to an address to be identified by the Secretary.
- (e) Not later than five business days after receipt by the Borrower of the Guaranteed Loan Funds, or at such other time as may be required by the Secretary, the Borrower shall deliver to the Custodian the following:
 - (i) The Subrecipient Note, endorsed in blank and without recourse.
 - (ii) The original Subrecipient Loan Agreement and a collateral assignment thereof to the Secretary, of which both shall be in a form acceptable to the Secretary .
 - (iii) The original recorded Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing (which may consist of one or more instruments that contain the mortgage and assignments from the Subrecipient to the Secretary required by 15(c) (i), (ii), and (iii)), and the related Security Agreement or Other Security Documents and UCC Financing Statements required by 15(c) (v)), together with assignments thereof from the Borrower to the Secretary, in a recordable form but unrecorded, all of which shall be in a form acceptable to the

Secretary.

The original Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing shall be accompanied by copies of all UCC Financing Statement filings and re-filings made by the Borrower or Subrecipient pursuant to 15(c)(v).

(iv) A mortgagee title policy covering the Property, issued by a company acceptable to the Secretary and in a form acceptable to the Secretary, naming the Borrower as the insured party. The policy must either include in the definition of the "insured" each successor in ownership of the indebtedness secured by the Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing or be accompanied by an endorsement of the policy to the Secretary. The policy shall indicate that the Borrower has the security interest indicated in 15(c)(i).

(v) An appraisal of the ownership interest in the Property specifying an estimate of the "as completed" fair market value of not less than 125 percent (125%) of the principal balance of the Note plus 125 percent (125%) of any outstanding balance on other indebtedness secured by a mortgage lien of senior or equal priority on the Property, if agreed to by the Secretary.

The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI"), and it shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA").

(vi) A certified survey of the Property with a legal description conforming to the title policy and the Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing.

(vii) An opinion of the Borrower's counsel on its letterhead, addressed and satisfactory to the Secretary, that:

- (A) The Subrecipient is duly organized and validly existing as a **[corporation, partnership, etc.]** under the laws of the State of Texas is **[existing, qualified to do business, in good standing, as applicable]** in and under the laws of the State of Texas;
- (B) The Subrecipient Note has been duly executed and delivered by a party authorized by the Subrecipient to take such action and is a valid and binding obligation of the Subrecipient, enforceable in accordance with its terms, except as limited by bankruptcy and similar laws affecting creditors generally; and
- (C) The security instruments specified in (ii) and (iii) above, including assignments to the Secretary, are valid and legally binding obligations, enforceable in accordance with their respective terms.

To the extent that the foregoing opinion deals with matters customarily within the due diligence of counsel to the Subrecipient, Borrower's counsel may attach and expressly rely on an opinion of Subrecipient's counsel satisfactory to the Secretary.

- (viii) Any instruments, documents, agreements, and legal opinions required pursuant to paragraph 15(c), or **Attachment 4**, including an opinion of the Borrower's counsel that the instruments, documents, and agreements are valid and legally binding obligations, enforceable in accordance with their respective terms. These instruments shall include any Security Agreement or Other Security Documents required by paragraph 15(c)(v), and an assignment thereof to the Secretary, which shall be in a form acceptable to the Secretary. The Security Agreement or Other Security Documents shall be accompanied by copies of all UCC Financing Statement filings and re-filings required by paragraph 15(c)(v).
- (f) Borrower shall not amend, modify, supplement, terminate, or perform any act that might affect the Security Documents without the prior written approval of HUD.

- (g) Notwithstanding paragraph 15(e), if the original Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing has not been returned from the appropriate office(s) in which they must be recorded within five (5) business days of receipt by the Borrower of the Guaranteed Loan Funds, the Borrower shall deliver an electronic copy of the relevant instrument together with a recordation receipt or other evidence of recordation to the Custodian within the timeframe prescribed in 15(e) instead, and shall subsequently deliver the original Subrecipient Mortgage, Assignment, Security Agreement, and Fixture Filing and assignment thereof to the Custodian within five (5) business days after receipt from local recordation office, but not later than 45 days after disbursement of Guaranteed Loan Funds.
- (h) Borrower shall deliver to the Custodian all recorded re-filings of financing statements or filings of continuation statements filed by Subrecipient or Borrower to continue the effectiveness of the financing statements made pursuant to this Contract within five business days of such filings.
- (i) Paragraph 12 is amended by adding at the end thereof the following language:
 - "(g) The Secretary may record the assignments referred to in paragraph 15(e), or take any other measures to effectuate the transfer of the documents referenced and underlying indebtedness from the Borrower to the Secretary or the Secretary's assignee.
 - (h) The Secretary may exercise or enforce any and all other rights or remedies available by law or agreement, including any and all rights and remedies available to a secured party under the Uniform Commercial Code or in any of the Security Documents (as defined in paragraph 15(d)), against the Collateral, against the Borrower, against the Subrecipient, or against any other person or property (including the Property)."
- (j) The Borrower agrees that it shall promptly notify the Secretary in writing upon the occurrence of any event which constitutes a default (an "Event of Default") under (and as defined in) any of the Security Documents, as

defined in paragraph 15(d). Notification of an Event of Default shall be delivered to the Secretary as directed in paragraph 12(f) above. Upon the occurrence of an Event of Default, the Secretary may (without prior notice or hearing, which Borrower hereby expressly waives), in addition to (and not in lieu of) exercising any and all remedies that may be available under the Security Documents, declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph shall not affect the right of the Secretary to declare the Note in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.

(k) Additional Grounds for Default. Notice of Default. Restriction of Pledged Grants. Availability of Other Remedial Actions.

- (i) The Borrower acknowledges and agrees that the Secretary's guarantee of the Note is made in reliance upon the availability of grants pledged pursuant to paragraph 5(a) (individually, a "Pledged Grant" and, collectively, the "Pledged Grants") in any Federal fiscal year subsequent to the Federal fiscal year ending September 30, 2021 to: (A) pay when due the payments to become due on the Note, or (B) defease (or, if permitted, prepay) the full amount outstanding on the Note. The Borrower further acknowledges and agrees that if the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are unlikely to be available for either of such purposes, such determination shall be a permissible basis for any of the actions specified in paragraphs (ii) and (iii) below (without notice or hearing, which the Borrower expressly waives).
- (ii) Upon written notice from the Secretary to the Borrower at the address specified in paragraph 12(f) above that the Secretary (in the Secretary's sole discretion) has determined that Pledged Grants are unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above (such notice being hereinafter referred to as the "Notice of Impaired Security"), the Secretary may limit the availability of Pledged Grants by withholding amounts at the time a Pledged Grant is

approved or by disapproving payment requests (drawdowns) submitted with respect to Pledged Grants.

- (iii) If after 60 days from the Notice of Impaired Security the Secretary (in the Secretary's sole discretion) determines that Pledged Grants are still unlikely to be available for either of the purposes specified in (A) and (B) of paragraph (i) above, the Secretary may declare the Note in Default and exercise any and all remedies available under paragraph 12. This paragraph (iii) shall not affect the right of the Secretary to declare the Note and/or this Contract in Default pursuant to paragraph 11 and to exercise in connection therewith any and all remedies available under paragraph 12.
- (iv) All notices and submissions provided for hereunder above shall be submitted as directed in paragraph 12(f).
- (1) Notwithstanding any other provision of the Note or this Contract, the following provisions to assure compliance with Texas law shall govern:
 - (i) The Secretary shall not require the Note to be converted to a fixed-rate Note pursuant to Sections II and III thereof at an interest rate on any Principal Amount on Schedule P&I thereof that exceeds the maximum rate payable by the Borrower thereon under generally applicable Texas law, including Chapter 1204 of the Texas Government Code, as amended. This limitation on the interest rate on the principal of the Note also applies if the Note bears interest at a variable rate prior to a conversion to a fixed rate. In addition, the accrual of interest on unpaid interest shall be limited to the extent permissible under Texas law.
 - (ii) Part I, paragraph C, of the Contract is amended to delete the last sentence thereof, and to insert the following two new sentences at the end:

"The Borrower agrees that the interest rate at which the trust certificate corresponding to a

specified Principal Due Date on Schedule P&I of the Note is sold to the Underwriters shall be the interest rate inserted on the Conversion Date in Schedule P&I for the Principal Amount corresponding to such Principal Due Date. Such interest rate for each trust certificate shall be that rate which the Underwriters determine will enable them to sell under then-prevailing market conditions such certificate, or interests therein, for 100% of the Principal Amount of such certificate."

- (iii) Paragraph 4(e) of the Contract is amended by deleting the paragraph as written in its entirety and substituting therefor the following:

"(e) The undertakings in paragraphs 3 and 4 of this Contract are expressly subject to the requirement that the Fiscal Agency/Trust Agreements shall in no event require payment of fees or charges, reimbursement of expenses or any indemnification by the Borrower from any source other than funds pledged pursuant to paragraphs 5(a) and (b) of this Contract."

- (iv) The provisions of the Fiscal Agency/Trust Agreements (including any future amendments thereto or any new fiscal agency or trust agreements in the future) relating to indemnification, standard of care, choice of law and disposition of unclaimed property as they concern the Borrower are subject to the limitations of this Contract and will be enforceable against the Borrower only to the extent permitted by Texas law. The Secretary further agrees that he will require the Fiscal Agent and Trustee to maintain the registration books referred to in section 5.01 of the Amended and Restated Master Fiscal Agency Agreement and in section 5.03 of the Trust Agreement in a form that can be converted to a writing and a copy of which can be provided to the Borrower in Texas within a reasonable time after request.
- (v) To the extent that a pledge of ad valorem tax is securing payment of all or a portion of the principal of and interest on the Note,

acceleration of the maturity date of that portion of the Note shall not be available as a remedy in the event of a default by the Borrower under the Note or this Contract.

- (m) If any one or more of the covenants, agreements, provisions, or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract or of the Note or the rights of the Holder thereof.

[Rest of Page Intentionally Left Blank]

THE UNDERSIGNED, as authorized officials on behalf of the Borrower or the Secretary, have executed this Contract for Loan Guarantee Assistance, which shall be effective as of the date of execution hereof on behalf of the Secretary.

City of College Station, Texas
BORROWER

BY: 
(Signature)

Bryan C. Woods
(Name)

City Mgr
(Title)

6/15/22
(Date)

SECRETARY OF HOUSING AND URBAN
DEVELOPMENT

Digitally signed by Kevin
Bush
Date: 2022.04.04 10:04:33
-04'00'

BY: Kevin Bush
(Signature)

Kevin J. Bush
(Name)

Deputy Assistant Secretary
for Grant Programs
(Title)

(Date)

Note No. B-20-MC-48-0007

Attachment 1

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
DEPOSIT ACCOUNT**

Name of Institution (and Branch)

Street

City, State, Zip Code

☐ This account is established for funds received by the Borrower under Note(s) guaranteed by the United States Department of Housing and Urban Development (HUD) under the Section 108 Loan Guarantee Program **(Guaranteed Loan Funds Account)**.

☐ This account is established for repayment of the Note(s) guaranteed by HUD under the Section 108 Loan Guarantee Program **(Loan Repayment Account)**.

☐ This account is established as a debt service reserve under the Section 108 Loan Guarantee Program **(Debt Service Reserve Account)**.

You are hereby authorized and requested to establish a deposit account to be specifically designated:

"The City of College Station, Texas, as Trustee of United States Department of Housing and Urban Development." All deposits made into such account shall be subject to withdrawal therefrom by the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter withdrawals may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower withdrawals and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any instrument drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from

the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: College Station, Texas

By: _____ Date: _____
[Signature]

Name and Title: _____

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any instruments drawn upon or withdrawals from such account by parties other than HUD. In no instance shall the funds in the deposit account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to statutory limits.

Name of Institution: _____

By: _____ Date: _____
(Signature)

Name and Title: _____

8-28-08

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

LETTER AGREEMENT FOR
SECTION 108 LOAN GUARANTEE PROGRAM
INVESTMENT ACCOUNT

Name of Institution (and Branch)

Street

City, State, Zip Code

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Guaranteed Loan Funds Account (**Guaranteed Loan Funds Investment Account**).

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Loan Repayment Account (**Loan Repayment Investment Account**).

☐ This account is established to hold obligations and their assignments, such obligations having been purchased with funds from the Debt Service Reserve Account (**Debt Service Reserve Investment Account**).

You are hereby authorized and requested to hold obligations and assignments of those obligations in trust for the United States Department of Housing and Urban Development (HUD) in an account specifically designated:

"The City of College, Texas, as Trustee of United States Department of Housing and Urban Development." All obligations and assignments shall be subject to release to the Borrower named below, unless and until HUD provides you with a notice that it is assuming control over the account. Thereafter, releases may not be made by the Borrower. Within a reasonable period of time, not to exceed two business days, after your receipt of such notice from HUD, you shall so prevent such Borrower releases and, if requested by HUD in writing, shall thereafter forward monthly to HUD, to an account it specifies in its notice, the collected and available balance in such account.

You are further authorized, after receipt of the notice from HUD, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in this account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by you. You are permitted, however, to debit from the account your customary fees and charges for maintaining the account and the amount of any deposits that are made to the account and returned unpaid for any reason.

Such account shall also be subject to your standard agreement and documents relating to the opening and maintenance of bank accounts with you. In the event of any conflict between this Letter Agreement and such agreements and documents, this Letter Agreement shall control.

This letter is submitted to you in duplicate. Please execute the duplicate copy of the certificate below, acknowledging the existence of such account, so that we may present the copy signed by you to HUD.

Name of Borrower: College Station, Texas

By: _____ Date: _____
[Signature]

Name and Title:

The undersigned institution certifies to the United States Department of Housing and Urban Development (HUD) that the account identified is in existence in this institution under account number: _____, and agrees with the Borrower named above and HUD to promptly comply with HUD's notice in the manner provided in the above letter, but in no event to exceed two business days. The undersigned institution further agrees, after receipt of the HUD notice as set forth above, to refuse to honor any request for release of the obligations and assignments from such account by parties other than HUD. In no instance shall the obligations in the account be used to offset funds which may have been advanced to, or on behalf of, the Borrower by the financial institution, except as set forth above. Deposits in this institution are insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Administration up to the statutory limits.

Name of Institution:

By: _____ Date: _____
(Signature)

Name and Title:

8-28-08

ATTACHMENT 3

[Description of Real Property]

EXHIBIT "A"

Being all that certain tract or parcel of land, lying and being situated in the C. Burnett League, Brazos County, Texas, and being a part of that 14.412 acres of land conveyed to O. C. Cooper by Sweetbriar Nursing Home, Inc., by deed dated December 7, 1976 and recorded in Volume 364, Page 101 of the Deed Records of Brazos County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING: at an iron rod found at a fence corner marking the most easterly corner of the said 14.412 acre tract;

THENCE: S 48° 46' 00" W - 281.48 feet along the southeast line of said 14.412 acre tract to an iron rod found for corner;

THENCE: N 41° 14' 00" W - 337.99 feet along the south line of the said 14.412 acre tract to an iron rod set for corner;

THENCE: S 48° 46' 02" W - 421.41 feet continuing along the south line of the said 14.412 acre tract to an iron rod set in the northeast right-of-way line of Anderson Street as dedicated to the public in the plat of the Dobrovosky Subdivision recorded in Volume 318, Page 227;

THENCE: N 61° 31' 04" W - 65.34 feet along the said northeast line of Anderson Street to an iron rod set at the point of curvature of a curve to the right;

THENCE: 91.26 feet in a northwesterly direction along the arc of said curve having a central angle of 8° 21' 32", a radius of 625.53 feet, a tangent of 45.71 feet and a long chord bearing N 57° 20' 18" W - 91.18 feet to an iron rod set for corner; said iron rod also marking the south corner of Lot 2, Block 3 of Anderson Ridge Subdivision Section Two as recorded in Volume 392, Page 789;

THENCE: N 45° 03' 42" E - 804.41 feet along the southeast line of said subdivision to an iron rod set in the northeast line of said 14.412 acre tract for corner;

THENCE: S 35° 44' 00" E - 541.36 feet to the PLACE OF BEGINNING and containing 5.414 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

ATTACHMENT 4

HUD-Approved Alternative Collateral or Security Arrangements

Date: _____

This attachment may be updated from time to time as anticipated by paragraph 15(c)(iv). The last dated Attachment 4 that is signed by the parties identified in paragraph 12, or their successors or other authorized agents of the parties, is incorporated into the Contract for Loan Guarantee Assistance (the Contract) and shall represent the agreement of the parties.

The last dated Attachment 4 shall include a list of all previously approved alternative collateral or security arrangements that secure either the Note or the Subrecipient Note, as those terms are defined in the Contract, and any newly approved alternative collateral or security arrangement.

Date Approved by HUD: _____

Note Number: _____

Maximum Commitment Amount: _____

Subrecipient: _____

These alternative collateral and security arrangements are agreed to by the Secretary and the Borrower pursuant to paragraph 15(c)(iv), and describe the obligations related to the HUD-guaranteed promissory note executed by Borrower on _____, numbered _____, in the Maximum Commitment Amount of \$ _____ (the "Project Note").

The Secretary and Borrower agree to the following:

**U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SECTION 108 LOAN GUARANTEE PROGRAM**

VARIABLE/FIXED RATE NOTE

NOTE NUMBER: **B-20-MC-48-0007**

DATE OF NOTE: June 15, 2022

BORROWER: **City of College Station,
Texas**

[LULAC Oak Hill Apartments Project]

PRINCIPAL DUE DATES AND PRINCIPAL AMOUNT: Before the Conversion Date, the aggregate of Advances made for each applicable Principal Due Date specified in the Commitment Schedule to this Note; on or after the Conversion Date, the Principal Amount (if any) listed for each Principal Due Date in Schedule P & I hereto.

MAXIMUM COMMITMENT
AMOUNT: **\$2,808,000**

COMMITMENT AMOUNTS: See
Commitment Schedule attached hereto.

VARIABLE INTEREST RATE: As set forth below.

REGISTERED HOLDER: Daedalus & Co
As Nominee for
Federated Hermes Money Market Obligations Trust
on behalf of its Federated Hermes Government
Obligations Fund

I. Terms Applicable Before the Conversion Date

A. Advances

For value received, the undersigned, the City of College Station (the "Borrower"), which term includes any successors and assigns, a public entity organized and existing under the laws of the State (or Commonwealth as applicable) of Texas, promises to pay to the Registered Holder (the "Holder," which term includes any successors or assigns), at the time, in the manner, and with

interest at the rate or rates hereinafter provided, such amounts as may be advanced under this Note from time to time by the Holder for disbursement to, or on behalf of, the Borrower (individually, an "Advance", and collectively, "Advances"). The Holder shall make Advances upon the written request of the Borrower and the approval of the Secretary of Housing and Urban Development or his designee (the "Secretary"), pursuant to the Contract for Loan Guarantee Assistance (as further defined in Section IV.A. of this Note, the "Contract"), and the Amended and Restated Master Fiscal Agency Agreement (the "Fiscal Agency Agreement") dated as of May 17, 2000, between The Bank of New York Mellon (successor to The Chase Manhattan Bank and JPMorgan Chase Bank, N.A.), as Fiscal Agent (the "Fiscal Agent"), and the Secretary. The total amount of Advances made for each Principal Due Date under this Note shall not exceed the applicable Commitment Amount for such Principal Due Date set forth on the Commitment Schedule attached hereto. The aggregate of all Advances under this Note for all Principal Due Dates shall not exceed the Maximum Commitment Amount specified on the attached Commitment Schedule. The Fiscal Agent shall record the date and amount of all payments and Advances on this Note and maintain the books and records of all such Advances and Commitment Amounts for each corresponding Principal Due Date, and all payments. No Advances shall be made on this Note after its Conversion Date.

As used herein, "Conversion Date" means the date (if any) upon which this Note is (i) delivered by the Holder to the Fiscal Agent against payment therefore by the purchasers selected by the Secretary to make such payment; and (ii) assigned to Bank of New York Mellon (or any successor thereto) acting in its capacity as Trustee (the "Trustee") pursuant to a Trust Agreement between the Secretary and the Trustee, dated as of January 1, 1995, as such agreement may be amended or supplemented (the "Trust Agreement"). Upon the occurrence of both (i) and (ii) in the previous sentence, Section III of this Note applies, thereby converting this Note to a fixed rate obligation.

B. Variable Rate of Interest

From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to the Applicable Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to the Applicable Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If Secretary and Holder agree to a Subsequent Rate (as hereinafter defined) and Subsequent Variable Interest Rate (as hereinafter defined) pursuant to paragraph IV.H. of this Note, the Secretary shall notify the Fiscal Agent in writing of any Subsequent Rate and Subsequent Variable Interest Rate within two Business Days of the determination thereof. If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"3-Month T-Bill Rate" for any given Business Day means, except in the case of manifest error, the High Rate announced in the most recent Treasury Auction Results release corresponding to the 13-Week Bill auction with an auction date on a day preceding the initial Advance, or for subsequent Advances, the most recent Reset Date (but not with respect to an auction published on any Reset Date), as published on TreasuryDirect or any successor publication, published by the U.S. Department of the Treasury Bureau of the Fiscal Service, under the "Financial Institutions" heading (or any successor heading), in the section titled "Announcements, Data & Results" (or any successor section) and under the subsection "Bills – Security Term: 13-Week" (or any successor caption). If, as of any Reset Date, such rate was not published on TreasuryDirect or any successor publication any day since the immediately preceding Reset Date, for each interest period, the 3-Month T-Bill Rate shall be the yield on Treasury Bills (secondary market) with 3-month maturity, as reported in Federal Reserve Statistical Release H. 15, Selected Interest Rates of the Board of Governors of the Federal Reserve System (or any successor publication).

Prior to the effective date of a Subsequent Rate and Subsequent Variable Interest Rate established by an amendment to this Note pursuant to paragraph IV.H. of this Note, "Applicable Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, 35 basis points (0.35%) above the 3-Month T-Bill Rate one New York Banking Day before such Reset Date.

Upon the effective date of a Subsequent Rate and Subsequent Variable Interest Rate established by an amendment to this Note pursuant to paragraph IV.H. of this Note, "Applicable Rate" means the Subsequent Variable Interest Rate.

"New York Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the New York interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed.

"Subsequent Rate" means the rate, as agreed upon by Secretary and Holder, that shall be used in lieu of the 3-Month T-Bill Rate to establish the Applicable Rate, upon agreement between the Secretary and Holder. The Subsequent Rate shall be a rate that is publicly available daily.

"Subsequent Variable Interest Rate" means the interest rate for each Advance that will be set on the date of such Advance and will be equal to a specific amount of basis points above or below the Subsequent Rate, and thereafter will be adjusted monthly on the Reset Date to an interest rate equal to a specific amount of basis points above or below the Subsequent Rate, all as agreed upon by the Secretary and Holder pursuant to paragraph IV.H. of this Note.

C. Principal Amount

Prior to the Conversion Date, the aggregate amount of Advances under this Note for each specified Principal Due Date shall be the Principal Amount paid by the Borrower on such Principal Due Date (as assigned to such Advances by the Secretary's instructions to the Fiscal Agent in accordance with the Contract and the Fiscal Agency Agreement), except to the extent such Principal Amount shall have been reduced by redemption before such Principal Due Date as provided below.

D. Redemption before Conversion Date

At any time on or before the Conversion Date, the Borrower, with the consent of the Secretary, may redeem this Note, in whole or in part, upon fourteen calendar days notice to the Fiscal Agent and the Secretary, at the purchase price of one hundred percent (100%) of the unpaid Principal Amount to be redeemed, plus accrued interest thereon to the date of redemption. Partial redemptions shall be credited against the applicable Principal Amount(s). The related Commitment Amounts and the Maximum Commitment Amount shall be adjusted concurrently with any such redemptions in accordance with the Secretary's instructions to the Fiscal Agent pursuant to the Contract and the Fiscal Agency Agreement.

II. Conversion

The following events shall occur on the Conversion Date:

A. Schedule P&I

On the Conversion Date all Advances owed by the Borrower under this Note with the same Principal Due Date shall be aggregated into a single Principal Amount which will accrue interest at the fixed rate applicable to such Principal Due Date. Such Principal Amount may be adjusted by the Fiscal Agent in accordance with the following paragraph or paragraph IV.H, as applicable. Whether or not adjusted, each Principal Amount, the fixed rate applicable to each Principal Amount, and the applicable Principal Due Date, shall be listed by the Secretary in Schedule P&I. Schedule P&I will be provided by the Secretary to the Fiscal Agent and attached to this Note by the Fiscal Agent upon the Fiscal Agent's receipt of this Note on the Conversion Date.

B. Conversion Date Advances

If, on or prior to the Conversion Date, the Borrower has not utilized the entire Commitment Amount indicated on the Commitment Schedule attached hereto for a given Principal Due Date, the Borrower may, in accordance with the Fiscal Agency Agreement and the Contract, and with the approval of the Secretary, utilize such Commitment Amount on the Conversion Date to obtain a Conversion Date Advance. A "Conversion Date Advance" shall mean any amount by which the Secretary instructs the Fiscal Agent to increase a Principal Amount on Schedule P&I for a given Principal Due Date, effective as of the Conversion Date of this Note. Conversion Date Advances shall be funded by the sale of this Note to the purchaser selected by the Secretary. The proceeds of a Conversion Date Advance (net of any applicable fees) shall be distributed to or on behalf of the Borrower on the Conversion Date. The total amount of Conversion Date Advances hereunder shall not exceed the sum of any unused Commitment Amounts for all Principal Due Dates.

III. Terms Applicable Upon Conversion

The following terms shall apply to this Note from the Conversion Date (if any) until this Note is canceled, or matured and paid in full:

Commencing on the Conversion Date, the Borrower promises to pay to the Holder on the applicable Principal Due Date each Principal Amount set forth on the attached Schedule P&I, together with interest on each such Principal Amount at the rate applicable thereto specified on the Schedule P&I. Interest shall be calculated and payments shall be made in the manner set forth below.

Interest on each scheduled Principal Amount of this Note due as of a given date specified on Schedule P&I hereto shall accrue at the related per annum rate specified on Schedule P&I from (and including) the Conversion Date to (but excluding) such Principal Due Date or, if applicable, to the applicable Interest Due Date on which an Optional Redemption (as defined below) occurs. Each interest amount accrued on each unpaid Principal Amount of this Note shall be due semiannually as of February 1 and August 1 of each year (each such February 1 and August 1, an "Interest Due Date") commencing on the first such date after the Conversion Date, until each Principal Amount listed on Schedule P&I to this Note is paid in full. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Certain Principal Amounts that are indicated as being eligible for Optional Redemption on Schedule P&I may be paid, in whole or in part, at the option of the Borrower as of any Interest Due Date on or after the date specified in such schedule (an "Optional Redemption"). In order to elect an Optional Redemption of such a Principal Amount, the Borrower shall give notice of its intention to prepay a Principal Amount to the Trustee and the Secretary not less than 60 days and not more than 90 days prior to the Interest Due Date as of which the Borrower intends to prepay the Principal Amount. The Trustee shall apply any payments received in respect of Optional Redemptions in accordance with written instructions of the Borrower, as approved by the Secretary. Principal Amounts that are not indicated as being eligible for Optional Redemption on Schedule P&I may not be prepaid.

IV. General Terms

A. Additional Definitions

For purposes of this Note, the following terms shall be defined as follows:

"Business Day" shall mean a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank and the New York Stock Exchange are not closed. If any payment (including a payment by the Secretary) is required to be made on a day that is not a Business Day, then payment shall be made on the next Business Day.

"Contract" shall mean the Contract for Loan Guarantee Assistance, and any amendments thereto, among the Secretary and the Borrower, the designated public entity named therein (if applicable), and the State named therein (if applicable), that refers to and incorporates this Note by the number hereof.

"Principal Amount" shall mean: (i) before the Conversion Date for this Note, the aggregate amount of Advances made for each Principal Due Date specified in the Commitment Schedule attached to this Note, less the amount of any redemptions pursuant to Section I.D. hereof, and any principal repayment; and (ii) on or after the Conversion Date, the principal amount (if any) stated for each Principal Due Date in Schedule P&I attached hereto, less the amount of any principal repayment and any Optional Redemptions made pursuant to Section III hereof and the Trust Agreement.

B. Timely Payment to Fiscal Agent or Trustee

Notwithstanding anything contained in Section I, Section II, or Section III, the Borrower, in accordance with the Contract, shall be required to make all payments of interest and principal, including any Optional Redemption payment, directly to the Fiscal Agent or the Trustee (as applicable) on the seventh Business Day prior to the appropriate Interim Payment Date, Interest Due Date, Principal Due Date, Prepayment Date, or date of Optional Redemption, as applicable.

C. Interest on Late Payments

If a payment of principal or interest herein provided for shall not be made by either (i) 2:30 p.m. on an Interest Due Date or Principal Due Date; or (ii) 2:30 p.m. on the second Business Day (as herein defined) next succeeding an Interim Payment Date, then interest shall accrue on the amount of such payment at the then applicable interest rate or rates payable on this Note, from the relevant due date, as the case may be, until the date such payment is made. Nothing in the immediately preceding sentence shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

D. Applicability of Fiscal Agency Agreement or Trust Agreement

Prior to the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the terms of the Fiscal Agency Agreement and are subject to such agreement. On or after the Conversion Date, this Note and Advances and payments made hereunder shall be administered pursuant to the Trust Agreement and are subject to such agreement. The terms and provisions of the Fiscal Agency Agreement or the Trust Agreement, insofar as they affect the rights, duties and obligations of the Holder and/or the Borrower, are hereby incorporated herein and form a part of this Note. The Borrower hereby agrees to be bound by all obligations of the Borrower to the Fiscal Agent set forth in the Fiscal Agency Agreement. Capitalized terms not defined in this Note shall have the meanings ascribed to them in the Fiscal Agency Agreement or Trust Agreement, as applicable. The Fiscal Agency Agreement provides for the Fiscal Agent to perform certain duties, including the duties of (i) paying agent and calculation agent for this Note until its Conversion Date, and (ii) registrar for this Note until this Note is canceled or a new registrar appointed, each in accordance with the Fiscal Agency Agreement. The Trust Agreement provides for the Trustee to perform certain duties, including the duties of collection agent for this Note after its Conversion Date until a new Trustee is appointed in accordance with the Trust Agreement. This Note may be surrendered to the Fiscal Agent for registration of transfer or exchange, as provided in the Fiscal Agency Agreement. The Fiscal Agent and Trustee each shall permit reasonable inspection to be made of a copy of the Fiscal Agency Agreement or Trust Agreement kept on file at its respective corporate trust office. Neither the Fiscal Agency Agreement nor the Trust Agreement shall change the Borrower's payment obligations under this Note.

E. Applicability of Contract and Secretary's Guarantee

This Note evidences indebtedness incurred pursuant to and in accordance with the Contract and pursuant to Section 108 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5308) (the "HCD Act"). This Note is subject to the terms and provisions of the Contract, to which Contract reference is hereby made for a statement of said terms and provisions and for a description of the collateral security for this Note. The payment of principal on the applicable Principal Due Dates and interest on the applicable Interim Payment Dates or Interest Due Dates under this Note is unconditionally guaranteed by the Secretary to the Holder through a guarantee (the "Guarantee"). Execution of the Secretary's Guarantee is required before this Note is effective, and such Guarantee shall be issued pursuant to and in accordance with the terms of the Contract and Section 108 of the HCD Act.

F. Default

A default under this Note shall occur upon failure by the Borrower to pay principal or interest on this Note when due hereunder. If a Borrower defaults on the payment of any interest or Principal Amounts when due, or if the Secretary gives notice of a final decision to declare the Borrower in default pursuant to the following paragraph of this Section IV.F, the Secretary may, but is not obligated to, make on any date on or prior to the Conversion Date with fourteen calendar days prior notice to the Fiscal Agent, or on the seventh Business Day preceding any Interest Due Date on or after the first permissible Optional Redemption date with seven Business Days prior notice to the Trustee, an acceleration payment to the Fiscal Agent or the Trustee, as applicable, equal to the unpaid Aggregate Principal Amount of the Note, together with accrued and unpaid interest thereon to such acceleration payment date or Interest Due Date, as applicable. In the event that any such acceleration payment is made from sources other than funds pledged by the Borrower as security under the Contract (or other Borrower funds), the amounts paid on behalf of the Borrower shall be deemed to be immediately due and payable to the Secretary. Nothing in this paragraph shall be construed as permitting or implying that the Borrower may, without the written consent of the Holder and the Secretary, modify, extend, alter or affect in any manner whatsoever the right of the Holder timely to receive any and all payments of principal and interest specified in this Note.

In addition, the Secretary may declare the Borrower in default under this Note if the Secretary makes a final decision in accordance with the provisions of 24 C.F.R. § 570.913 (or any successor regulation thereof), including requirements for reasonable notice and opportunity for hearing, that the Borrower has failed to comply substantially with Title I of the HCD Act. Following the giving of such reasonable notice, the Secretary may take the remedial actions specified as available in the relevant provisions of the Contract pending the Secretary's final decision.

G. Holder's Reliance on Guarantee

Following a default by the Borrower under the terms of this Note, the Holder agrees to rely wholly and exclusively for repayment of this Note upon the Guarantee. The enforcement of any instruments or agreements securing or otherwise related to this Note shall be the sole responsibility

of the Secretary, and the Holder shall not be responsible for the preparation, contents or administration of such instruments and agreements, or for any actions taken in connection with such instruments and agreement. The Holder, to the extent it is legally able to do so, shall bind or cause to be bound its successors and assigns to all limitations imposed upon the Holder by this Note.

H. Amendment

This Note may only be amended with the prior written consent of the Secretary and the Borrower. No such amendment shall reduce, without the prior written consent of the Holder of this Note, in any manner the amount of, or delay the timing of, payments required to be received on this Note by the Holder, Fiscal Agent or Trustee, including Guarantee Payments; provided that prior to the Conversion Date, the Commitment Amounts on the Commitment Schedule attached hereto, and the Principal Amounts due on the corresponding Principal Due Dates may be rescheduled pursuant to written instructions given to the Fiscal Agent by the Secretary based upon a written request by the Borrower absent the consent of the Holder.

Notwithstanding the foregoing, Borrower agrees that Note may be amended without consent of the Borrower to establish a Subsequent Rate and a Subsequent Variable Interest Rate for purposes of determining the Applicable Rate, if the Secretary, in his or her sole discretion, determines that an Applicable Rate based upon the 3-Month T-Bill Rate no longer represents a reasonable rate, and the Secretary and Holder agree on a reasonable Subsequent Rate and Subsequent Variable Interest Rate. Any amendment establishing a Subsequent Rate and Subsequent Variable Interest Rate shall be appended to and become part of this Note as of the effective date of such amendment. Borrower shall be given 30 days-notice prior to the effective date of an amendment establishing a Subsequent Rate and Subsequent Variable Interest Rate.

I. Waivers

The Borrower hereby waives any requirement for presentment, protest or other demand or notice with respect to this Note. The Borrower hereby waives notice of default and opportunity for hearing for any failure to make a payment when due.

J. Delivery and Effective Date

This Note is deemed issued, executed, and delivered on behalf of the Borrower by its authorized official as an obligation guaranteed by the Secretary pursuant to Section 108 of the HCD Act, effective as of the date of the Secretary's Guarantee.

V. Borrower-Specific Provisions

[This space intentionally left blank]

THE UNDERSIGNED, as an authorized official of the Borrower, has executed and delivered this Note.

City of College Station, Texas

BORROWER

By:


(Signature)

Bryan C. Woods

(Name)

CITY MANAGER

(Title)

ASSIGNMENT AND TRANSFER

For value received, the undersigned assigns and transfers this Note to

(Name and Address of Assignee)

(Social Security or Other Identifying Number of Assignee)

and irrevocably appoints _____
attorney-in-fact to transfer it on the books kept for registration of the Note, with full power of
substitution.

Dated: _____

Note: The signature to this assignment
must correspond with the name as written on
the face of the Note without alteration or
enlargement or other change.

Signature Guaranteed:

Qualified Financial Institution

By: _____
Authorized Signature

[This page to be completed by the Fiscal Agent for transfer of the Note by the Holder as of the
Conversion Date pursuant to the last paragraph of Section I.A. of this Note.]

APPENDIX A

Special Pre-Conversion Interest Rates.

- (a) The Holder and the Secretary contemplate that the majority of the outstanding Variable/Fixed Rate Notes will be purchased by underwriters selected by the Secretary for sale in public offerings to occur each year. If a public offering including this Note has not occurred by each March 1 following the initial Advance under this Note, the Secretary shall, upon request, advise the Holder as to when a public offering including this Note is expected to occur, and the Holder and the Secretary agree to consult with each other as to what the interest rate on this Note will be after May 1 of that year if a public offering has not occurred by such May 1. The Holder shall notify the Secretary if such consultation has not occurred by April 1 of that year. If no public offering including this Note has occurred on or before such May 1, the applicable interest rate on this Note from such May 1 shall be the rate (if any) negotiated and agreed upon by the Secretary and the Holder. Such rate may be the Standard Note Rate or some other rate agreed upon by the Holder and the Secretary at least two Business Days before such May 1 (such other rate, the "Negotiated Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the Holder in writing of any Negotiated Special Interest Rate within two Business Days of the determination thereof.
- (b) If the Secretary and the Holder do not, by the April 15th preceding such May 1, negotiate and agree under Section (a) of this Appendix on an interest rate applicable to this Note, then the Holder may, on or before the April 20th preceding such May 1, give written notice to the Secretary of its intent to change the interest rate on this Note and, if such notice was given during such period, the Holder may, on such May 1, unilaterally determine (subject to the terms of this paragraph) the interest rate that this Note will bear (such rate, the "Holder Determined Interest Rate") from and including such May 1 to but excluding the earliest of: (i) the Conversion Date; (ii) the date that this Note is purchased by a new Holder (as described in Section (c) below) or (iii) a Monthly Special Reset Date (as defined below). Interest from and including such May 1 to but excluding the Public Offering Date shall be paid on the unpaid principal balance of all outstanding Advances under this Note at the rate(s) to be determined by the Holder which, based upon then prevailing market conditions and taking into account all the circumstances, will enable the Holder to sell this Note at one hundred percent (100%) of the aggregate amount of all Advances hereunder prior to the date of such sale. Such interest rate shall be determined as of such May 1 and shall be determined again on the foregoing basis on the first of each month thereafter (the first of each month after such May 1, a "Monthly Special Reset Date"). The Holder shall notify the Fiscal Agent and the Secretary in writing within two Business Days following such dates of the determination of the Holder Determined Interest Rate and each applicable interest rate determined on a Monthly Special Reset Date.

- (c) If the Secretary and the Holder have failed to agree upon an interest rate pursuant to Section (a) of this Appendix A, the Secretary, upon seven calendar days notice to the Holder, may arrange for the purchase of this Note in full by another entity on the following May 1 or any Business Day thereafter. If such a purchase occurs, the Holder shall sell and assign this Note to the purchaser thereof without recourse to the Holder and deliver this Note and its Guarantee to the Fiscal Agent for registration in the name of the purchaser thereof in accordance with the Secretary's written instructions. The purchase price for this Note shall be 100% of the aggregate amount of all Advances owing hereunder plus accrued interest to the date of purchase. Payment to the Holder of the purchase price for this Note shall be made by the purchaser thereof in Federal funds at the offices of the Holder, or at such other place as shall be agreed upon by the Holder and the Secretary, at 10:00 a.m., New York time, on the date of purchase. After such purchase date this Note shall bear a rate of interest negotiated between the Secretary and the new interim Holder (the "New Purchaser Special Interest Rate"). The Secretary shall notify the Fiscal Agent and the new purchaser in writing of any New Purchaser Special Interest Rate within two Business Days following the date of determination thereof.
- (d) Notwithstanding Sections (a) through (c) (inclusive) of this Appendix, no Borrower is obligated to pay interest at a variable rate exceeding the maximum rate permitted by generally applicable law of the Borrower's state (such rate, the "Maximum Rate"). If the Borrower receives notice of a variable interest payment that exceeds the Maximum Rate, then the Borrower shall timely pay such amount as does not exceed the Maximum Rate, and concurrently shall notify the Secretary and the Fiscal Agent of the reason for any interest non-payment.

COMMITMENT SCHEDULE

Note No. B-20-MC-48-0007

<u>Principal Due Date</u>	<u>Commitment Amount</u>
August 1, 2022	\$104,000
August 1, 2023	107,000
August 1, 2024	110,000
August 1, 2025	114,000
August 1, 2026	117,000
August 1, 2027	121,000
August 1, 2028	125,000
August 1, 2029	128,000
August 1, 2030	132,000
August 1, 2031	136,000
August 1, 2032	140,000
August 1, 2033	145,000
August 1, 2034	149,000
August 1, 2035	154,000
August 1, 2036	158,000
August 1, 2037	163,000
August 1, 2038	168,000
August 1, 2039	173,000
August 1, 2040	179,000
August 1, 2041	185,000
Maximum Commitment Amount =	\$2,808,000

SCHEDULE P&I*Note No. B-20-MC-48-0007

Principal Amount	Principal Due Date	Interest Rate**	Optional Redemption Available	
			YES	NO
	August 1, 2022			X
	August 1, 2023			X
	August 1, 2024			X
	August 1, 2025			X
	August 1, 2026			X
	August 1, 2027			X
	August 1, 2028			X
	August 1, 2029			X
	August 1, 2030			X
	August 1, 2031			X
	August 1, 2032		X	
	August 1, 2033		X	
	August 1, 2034		X	
	August 1, 2035		X	
	August 1, 2036		X	
	August 1, 2037		X	
	August 1, 2038		X	
	August 1, 2039		X	
	August 1, 2040		X	
	August 1, 2041		X	

\$ = Aggregate Principal Amount

Principal Amounts due on or after August 1, 2032, may be redeemed, subject to the terms contained herein and in the Trust Agreement, on any Interest Due Date on or after August 1, 2031.

*This schedule will not be completed when initially executed and delivered by the Borrower for Guarantee for interim, variable-rate financing. It will be completed when assigned by the Holder at the request of the Borrower for conversion to Fixed Rates on the Conversion Date. The first date shown above on which Optional Redemption is available is expected to be the same when this schedule is completed, if the Borrower participates in the initial Section 108 public offering after receiving an interim financing Advance hereunder. If the Borrower participates in a later public offering, the first date on which Optional Redemption is available is expected to be correspondingly later.

** The fixed rate applicable to each Principal Amount shall be listed by the Secretary.

December 8, 2022

Item No. 9.11.

Presentation, discussion, and possible action regarding updates to the naming policy for City facilities and sub-facilities.

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City facilities and sub-facilities naming policy.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Staff respectfully recommends the City Council adopt the changes to the naming policy.

Summary: At the request of the City Council a sub-committee of the Council was created to review and, if necessary, update the City's policy for the naming of City facilities and sub-facilities. The sub-committee's proposed changes are incorporated into the attached policy.

Budget & Financial Summary: N/A

Attachments:

1. Council Naming Policy 11-29-22

CITY FACILITIES AND SUB-FACILITIES NAMING POLICY AND GUIDELINES

1. **Purpose.** Establishing uniform procedures and criteria for naming of City-owned facilities and sub-facilities located in the City of College Station.
2. **Definitions.**
 - a. **Facility:** Major City-owned buildings, parks and trails built for permanent use.
 - b. **Sub-Facility:** Minor City-owned structures within a Major Facility, including but not limited to swimming pools, pavilions, tennis courts, large water features, trail sections or meeting rooms.
3. **Policy.** The City Council has the authority to name City-owned facilities and sub-facilities according to the procedures and criteria established in this policy.
4. **General Naming Criteria and Guidelines.** In order to be considered a qualifying name, the proposed name for a facility or sub-facility must satisfy one of the following criteria:
 - a. Be descriptive of a geographic location or a significant natural feature in or near the facility, or an adjoining subdivision, street, or school.
 - b. Commemorate historical events, groups or individuals that remain of continued importance to the City, region, State, or Nation.
 - c. Commemorate individuals who are deceased and have a history of exceptional community service or contributions to the facility's best interests and purposes, such as:
 - i. Involvement in a leadership role in civic organizations that are devoted to community improvement;
 - ii. Assistance to the underprivileged, as well as people with physical or intellectual disabilities;
 - iii. Active promotion of effective programs for youth or senior citizens within the community;
 - iv. Active promotion of and organizing community events and activities that have enriched the quality of life within the community;
 - v. Active promotion of and directed efforts to improve the aesthetic appearance and environmental quality of the community; or
 - vi. Leading efforts to collect, promote and retain the historical heritage of the community.
 - d. Commemorate individuals who made significant contributions to the City's acquisition or development of the facility.

- i. If a facility is named to commemorate or honor an individual or group, the relative importance of the facility to be named after the individual or group should match the respective stature, characteristics and contributions. The following circumstances may be considered in naming of a facility after a donor, benefactor or group:
 - 1. Land for the majority of the facility was deeded to the City;
 - 2. Contribution of a minimum of 50% of the capital construction costs associated with developing the facility; or
 - 3. Provision of an endowment for at least 50% of a facility's estimated useful life for the continued maintenance and/or programming of the facility.
- ii. The City Council may alter these guidelines if deemed necessary.
- iii. The City reserves the right to utilize criminal background checks as part of the vetting process in order to ascertain an honoree's good character.
- e. Recognize organizations involved in a public-private partnership with the City that have made significant financial or capital contributions to the acquisition or development of the facility. This includes any Naming Rights Agreement approved by City Council.
- f. Have historical, cultural, or social significance for future generations.
- g. Research indicates that the area around the facility, or the facility itself, has been commonly named in an unofficial capacity by residents.

5. Restrictions on the Naming of Public Facilities and Sub-Facilities.

- a. No duplication of other facility's or sub-facility's names To minimize confusion, facilities will not be subdivided beyond the level of sub-facilities for the purpose of naming unless there are readily identifiable physical divisions such as roads or waterways.
- b. Facility names that might be considered discriminatory or derogatory will not be considered.
- c. Facility names will not advocate for or promote a current political figure, political affiliation, ideology or religion.

NAMING PROCESS PROCEDURES AND GUIDELINES

1. Naming of Major Facilities.

- a. A permanent name for the facility should be finalized no later than the 50% completion mark in the construction or acquisition process. Before the permanent naming of a facility, the location shall be referred to by its address or location designation until the facility is given an official name.
- b. The City will utilize a Council Facilities Task Force to facilitate the naming of facilities.
- c. The Council Facilities Task Force will proceed with the naming of a facility according to the following:
 - i. The facility naming process is initiated with the approval of the design, construction or acquisition of a facility.
 - ii. The City Council may choose from a variety of sources for name recommendations (i.e. Council member, staff or donor recommendations, historical review of the site, recommendations from the Parks and Recreation Advisory Board, recommendations from previous owners, etc.). Names may be suggested by citizens or community groups by submission to the Mayor, City Council or City Manager.
 - iii. Names may be submitted by the departmental owner of the facility, executive management, the Mayor or members of the City Council.
 - iv. All names for City facilities will be approved by a majority City Council vote regardless of the source of the name's recommendation.
- d. Before the City Council takes final action on the naming of a Major City Facility a public hearing will be held to discuss the naming.

2. Naming of Sub-Facilities.

- a. All requests for the naming or renaming of a sub-facility shall be made in writing to the Director of Parks and Recreation for parks sub-facilities or to the City Manager for all other sub-facilities. Written requests should at a minimum contain the following:
 - i. The proposed name;
 - ii. Reasons for the proposed name;
 - iii. Written documentation indicating community support for the proposed name (if applicable);
 - iv. If proposing to name a facility within a park, include a description/map showing the location of the facility; and
 - v. If proposing to name a facility after an individual, group, donor or benefactor, include documentation of that person or group's significance and good reputation in the City's, State's, or Nation's history. Please refer

to the commemorative naming conditions for an individual found in this policy.

- b.** Upon receipt, the Director of Parks and Recreation or the City Manager will:
 - i.** Review the proposed request for its adherence to the policies of the City of College Station and
 - ii.** Ensure that supporting information has been authenticated, particularly when an individual's name is proposed as the facility's or sub-facility's name.
- c.** When deemed appropriate, the City Manager will recommend the Facilities Task Force review sub-facility renaming suggestions.
- d.** The Facilities Task Force will review the sub-facility naming request at a Facilities Task Force meeting and make a recommendation to the City Council. In all cases, the City Council will have the final authority in accepting or rejecting the naming proposal by majority.

3. Guidelines for Re-Naming Process.

- a.** The renaming of facilities or sub-facilities is discouraged. It is recommended that efforts to change a name be subject to a critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.
 - i.** Parks or other facilities named by deed restriction shall not be considered for renaming.
 - ii.** Parks and facilities named after individuals shall not be renamed unless it is determined that the individual's personal character is or was such that the continued use of the name for a facility would not be in the best interest of the City or community. Exceptions may be considered in cases of changes in use of facilities or for facility demolitions.
- b.** If it is decided by the City Manager that it is in the best interest of the City to rename a major or sub-facility, it may be renamed in accordance with the criteria and guidelines outlined in the procedures of this policy.

4. Plaques, Markers and Memorials.

- a.** Plaques, markers and memorials may be incorporated into a facility or sub-facility during the design phase of the project. Plaques, markers, and memorials that are incorporated into the design of a facility will be subject to the same oversight and controls as applicable to the rest of the project.
- b.** Plaques, markers, and memorials added to a facility or sub-facility after its completion and opening will be designed and installed according to the City's Dedication Plaque Policy.

ADOPTED this 8th day of December, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

December 8, 2022
Item No. 9.12.
Interlocal Agreement with the City of Georgetown

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an interlocal agreement for cooperative purchasing with the City of Georgetown.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff respectfully recommends approval of the Interlocal Agreement.

Summary: This agreement would authorize the City of College Station and the City of Georgetown to jointly prepare bids and proposals for the purchase of goods and services. It also allows the Cities to piggyback on each other's bids and contracts when in our best interest. Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract, to the greatest possible extent, with one another and with agencies of the state to perform governmental functions or services including administrative functions normally associated with the purchase of necessary equipment, supplies and services. Cooperatively procuring goods and services provides for more competitive pricing due to higher volume of purchases and improves procurement initiatives and efficiency.

Budget & Financial Summary: No expenses will be incurred to approve the Interlocal Agreement.

Attachments:

1. Georgetown ILA

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF COLLEGE STATION AND
THE CITY OF GEORGETOWN**

WHEREAS, Chapter 791 of the Texas Government Code, also known as the Interlocal Cooperation Act, authorizes all local governments to contract with each other to perform governmental functions or services including administrative functions normally associated with the operation of government such as purchasing of necessary equipment, supplies and services;

WHEREAS, City of College Station and City of Georgetown desire to enter into this Agreement for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs and services;

WHEREAS, the City of College Station is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to ARTICLE II, SECTION 5 OF ITS CITY CHARTER;

WHEREAS, the City of Georgetown is a Home-Rule Municipal Corporation organized under the laws of Texas and is authorized to enter into this Agreement pursuant to SECTION 1.02 OF ITS CITY CHARTER;

WHEREAS, The City of College Station and City of Georgetown represent that each are independently authorized to perform the functions or services contemplated by this Agreement;

WHEREAS, each party has sufficient funds available from current revenues to perform the functions contemplated by this Agreement;

WHEREAS, it is deemed in the best interest of all participating governments that said governments do enter into a mutually satisfactory agreement for the purchase of necessary equipment, supplies and services;

WHEREAS, the participating governments are of the opinion that cooperation in the purchasing of equipment, supplies, services and auctions will be beneficial to the taxpayers of the governments through the efficiencies and potential savings to be realized.

NOW THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein, promise and agree as to each of the other as follows:

1. City of College Station and City of Georgetown Purchasing Agents shall be authorized to jointly prepare bids, proposals, requests for qualifications and other procurement activity for the purchase of equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals.

2. The Purchasing Agents shall fairly distribute the bids, proposals, requests for qualifications and other purchases to be made and the cost of advertising shall be borne equally by each entity, whenever joint purchasing is undertaken.

3. The City of College Station and City of Georgetown Purchasing Agents shall agree on who is responsible for all such administrative duties as may be necessary to lawfully facilitate processing and preparation of any bids, proposals and request for qualifications and other procurement activity as may be required for the purchase of any equipment, supplies, services, insurance, high technology, professional services and other expenditures that may be exempt from competitive bidding/proposals. The City of College Station and City of Georgetown shall share equally any and all cash rebates related to any joint purchases pursuant to this Agreement.

4. Each entity shall pay invoices directly to the providers of goods and services that are invoiced and delivered directly to each respective entity.

5. Participation of either entity in any cooperative purchasing activity is strictly voluntary. Nothing in this Agreement shall prevent either entity from purchasing and/or accepting and awarding bids, proposals and contracts subject to this Agreement on its own behalf.

6. Each entity shall ensure that all applicable laws and ordinances have been satisfied.

7. **Effective Date and Term.** This Agreement goes into effect when duly approved by the parties hereto and will remain in full force and effect until the end of the current fiscal year. This Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement. The conditions set forth below shall apply to the initial term and all renewals. Notwithstanding this provision, any party may modify or terminate this Agreement as provided in Paragraph(s) 8 or 9.

8. **Modification.** The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated approval of each governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.

9. **Termination.** **By the City of College Station or City of Georgetown.** This Agreement may be terminated at any time by the City of College Station or City of Georgetown, with or without cause, upon thirty (30) days written notice to the other parties in accordance with Paragraph 13 herein.

10. **Hold Harmless, No Waiver, No Third-Party Rights.** The City of College Station and City of Georgetown agree to hold each other harmless from and against any and all claims, losses, damages, causes of action, suits and liabilities of every kind, including all expenses of litigation, court costs and attorney's fees, for injury or death

of any person, for damage to any property, or for any breach of contract, arising out of or in connection with the work done under this Agreement.

This Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither party waives any immunity or defense that would otherwise be available to it against claims by third parties.

This Agreement is not intended to confer any rights on any third parties, and it shall not be construed as conferring any rights on any third parties.

11. Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

12. Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

City of College Station:
Fiscal Services - Purchasing Division
City of College Station
1101 Texas Ave.
P.O. Box 9960
College Station, Texas 77842

City of Georgetown:
City of Georgetown
ATTN: City Manager
P.O. Box 409
Georgetown, Texas 78627
david.morgan@georgetown.org

With a copy to:
City of Georgetown
ATTN: City Attorney
P.O. Box 409
Georgetown, Texas 78627
skye.masson@georgetown.org

13. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. Nor oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

14. Amendment. No Amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

15. Texas Law. This Agreement has been made under and shall be governed by the laws of the State of Texas.

16. Place of Performance. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

17. Authority to Enter Contract. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective corporations.

18. Waiver. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in anyway affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

19. Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

20. Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

21. Multiple Originals. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

22. Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

CITY OF COLLEGE STATION

BY: _____
Mayor

DATE: _____

ATTEST:

City Secretary

APPROVED:

City Manager

City Attorney

Assistant City Manager/CFO

CITY OF GEORGETOWN

BY: _____
Josh Schroeder, Mayor

DATE: _____

ATTEST:

Robyn Densmore, City Secretary

APPROVED AS TO FORM:

Skye Masson
City Attorney of City of Georgetown

December 8, 2022
Item No. 10.1.
Midtown Business Park Real Estate Contract

Sponsor: Natalie Ruiz, Director of Economic Development

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action regarding a real estate contract for \$9,363,222 selling to Levcor Acquisition, LLC approximately 28.66 acres of land in the Midtown Business Park that is generally located near Midtown Drive and Corporate Parkway.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the real estate contract.

Summary: Lot 1 is an approximately 28 acre tract in Block A, Phase One, of the Midtown Business Park, generally located at Midtown Drive and Corporate Parkway. This real estate agreement is for the sale of the property for future commercial development.

Budget & Financial Summary: Net proceeds from the sale will be reflected as Other Income in the year sold in the General Fund.

Attachments:

1. Real estate contract is on file with the City Secretary

Real estate contract is on file with the City Secretary's Office.

December 8, 2022
Item No. 10.2.
Rezoning – Barron Road

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption:Public hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A , “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District on approximately 2 acres of land located at Harper’s Crossing Block 1 Lot 2, more generally located northeast of the intersection of Barron Road and William D Fitch Parkway.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their November 17, 2022 meeting and voted unanimously to recommend approval. Staff also recommends approval.

Summary: This request is to change the base zoning of the PDD Planned Development District from C-3 Light Commercial to SC Suburban Commercial and to modify the existing Concept Plan. The existing Concept Plan was previously modified in August 2022, which changed the site layout to include two buildings and change the parking. The proposed Concept Plan will keep the site layout of two buildings with parking around the drive aisle but will reduce the maximum allowed building height and increase the landscape plantings between the parking and single-family uses. It is the applicant’s intent to build a daycare and tutoring facility at this location.

REZONING REVIEW CRITERIA

1.) Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Commercial. The Comprehensive Plan generally describes the Neighborhood Commercial land use designation as follows:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and locate adjacent to major roads along the fringe of residential areas.

The intent of the district is to:

- Accommodate limited commercial services compared to General Commercial.
- Encourage transitions in building height and mass when adjacent to residential neighborhoods.
- Support some residential uses that are compatible with the surrounding neighborhood character.

The zoning districts that are generally appropriate within this land use include: SC Suburban Commercial and O Office zoning.

The current zoning of C-3 Light Commercial is a retired zoning district that will be replaced with a base zoning of SC Suburban Commercial which is in line with the Comprehensive Plan.

2.) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to both Barron Road and William D Fitch Parkway. Adjacent properties are zoned GS General Suburban to the north and east and PDD Planned Development District to the south, with Barron Road running along the western boundary of the property. The properties to the south of the subject property across William D Fitch Parkway are zoned C-3 Light Commercial and SC Suburban Commercial.

Adjacent and nearby properties are developed as residential homes, a medical office, commercial offices, and restaurants. The proposed zoning district is appropriate for the surrounding area as it would allow for a small-scale commercial development that is complimentary to the adjacent single family and commercial developments.

3.) Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for small-scale commercial development. The site has adequate space to meet the minimal dimensional standards for the base zoning district of SC Suburban Commercial as set forth in the PDD.

4.) Whether there is available water, sanitary sewer, storm water, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property has frontage to Barron Road, a minor arterial on the Throughfare Plan. The site will share driveway access from Barron Road and William D. Fitch Parkway with the adjacent St. Joseph medical clinic. A traffic impact analysis was not required for the proposed request as the anticipated traffic volume falls below the threshold of 150 trips in the peak hour that would require a TIA to be performed.

5.) The marketability of the property:

The applicant has stated that the proposed rezoning will increase the marketability of the property as it would allow the additional use of a tutoring facility.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site-related features. This proposed amendment to the adopted Concept Plan allows limited parking next to single family and offers several meritorious modifications to mitigate impacts the

development may have on the adjacent residential development. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose and Intent:

The Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide small-scale commercial businesses to support the surrounding residential uses. The applicant has proposed a daycare facility to benefit the surrounding area.

The proposed Concept Plan will include two one-story buildings that will have a maximum height of 25 feet and a covered outdoor learning and recreation area. A 15-foot landscape buffer with a masonry wall will be adjacent to the residential homes with increased landscape plantings adjacent to the parking area and single-family land use. The Concept Plan is proposing to have one-way traffic through the site, which will have an entrance off Barron Rd and exit onto William D Fitch Parkway. A right turn lane may be added along Barron Road during the site plan submittal.

Base Zoning and Meritorious Modifications:

The Planned Development District has a base zoning of SC Suburban Commercial. At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following meritorious modification:

- Parking may be located between the building and a single-family land use.

Community Benefits:

The applicant is proposing the following community benefits:

1. Screen parking adjacent to single-family land use with an additional 50% landscaping.
2. Reduce the maximum building height from two stories to one story.
3. Reduce the maximum building height from 35 feet to 25 feet.
4. Reduce the maximum height of a freestanding sign to 4 feet.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Applicant's Supporting Information
4. Rezoning Map
5. Future Land Use Map
6. Existing Concept Plan
7. Proposed Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING HARPER’S CROSSING BLOCK 1 LOT 2 AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B” and Exhibit “C”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 8th day of December, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District:



Exhibit B**Base Zoning District and Meritorious Modifications:**

The PDD Planned Development District zoning includes a SC Suburban Commercial base zoning district and all requirements associated with the base zoning district shall apply except where specifically modified herein.

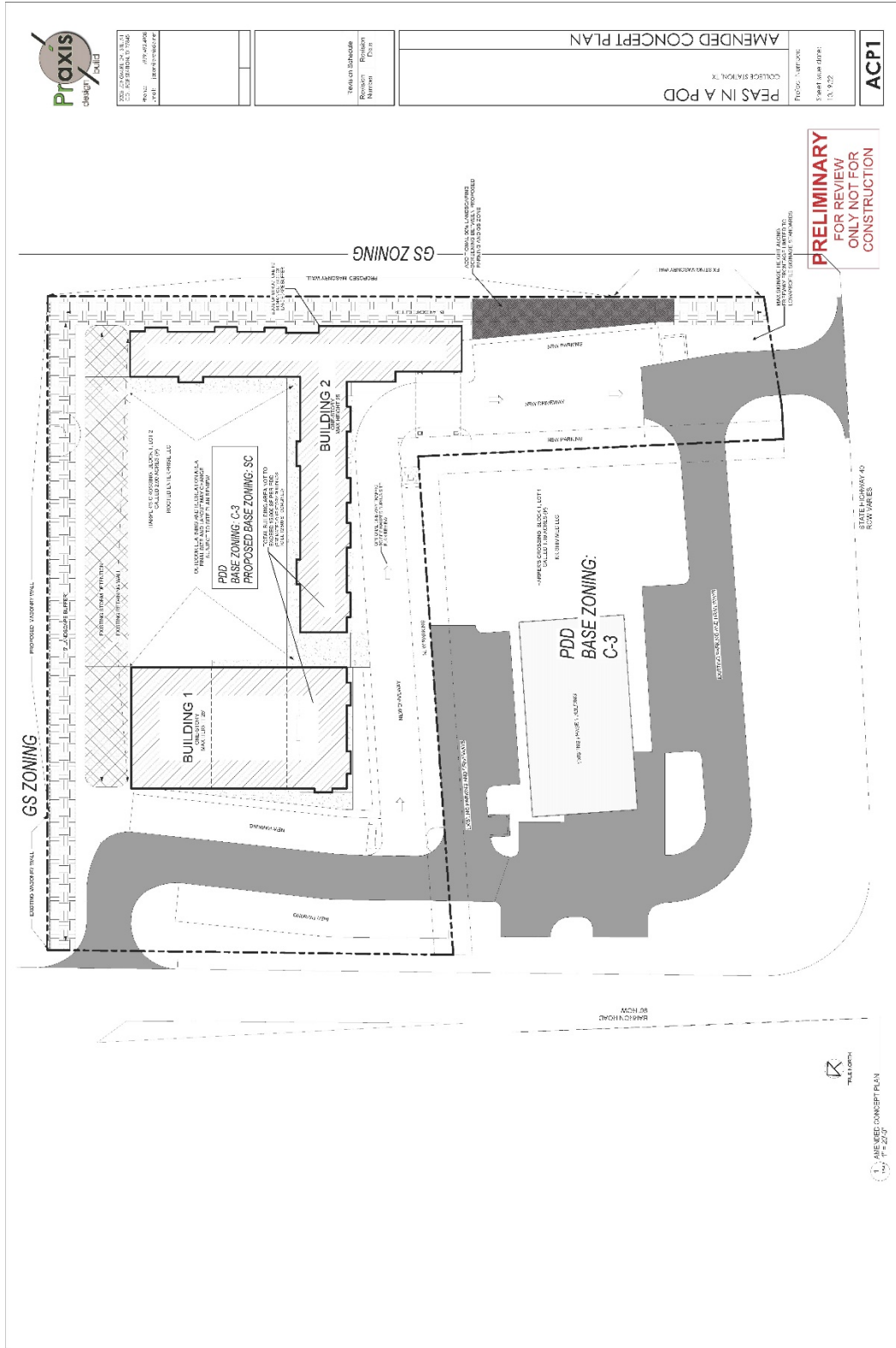
Meritorious Modification – parking

- Parking may be located between the building and a single-family land use.

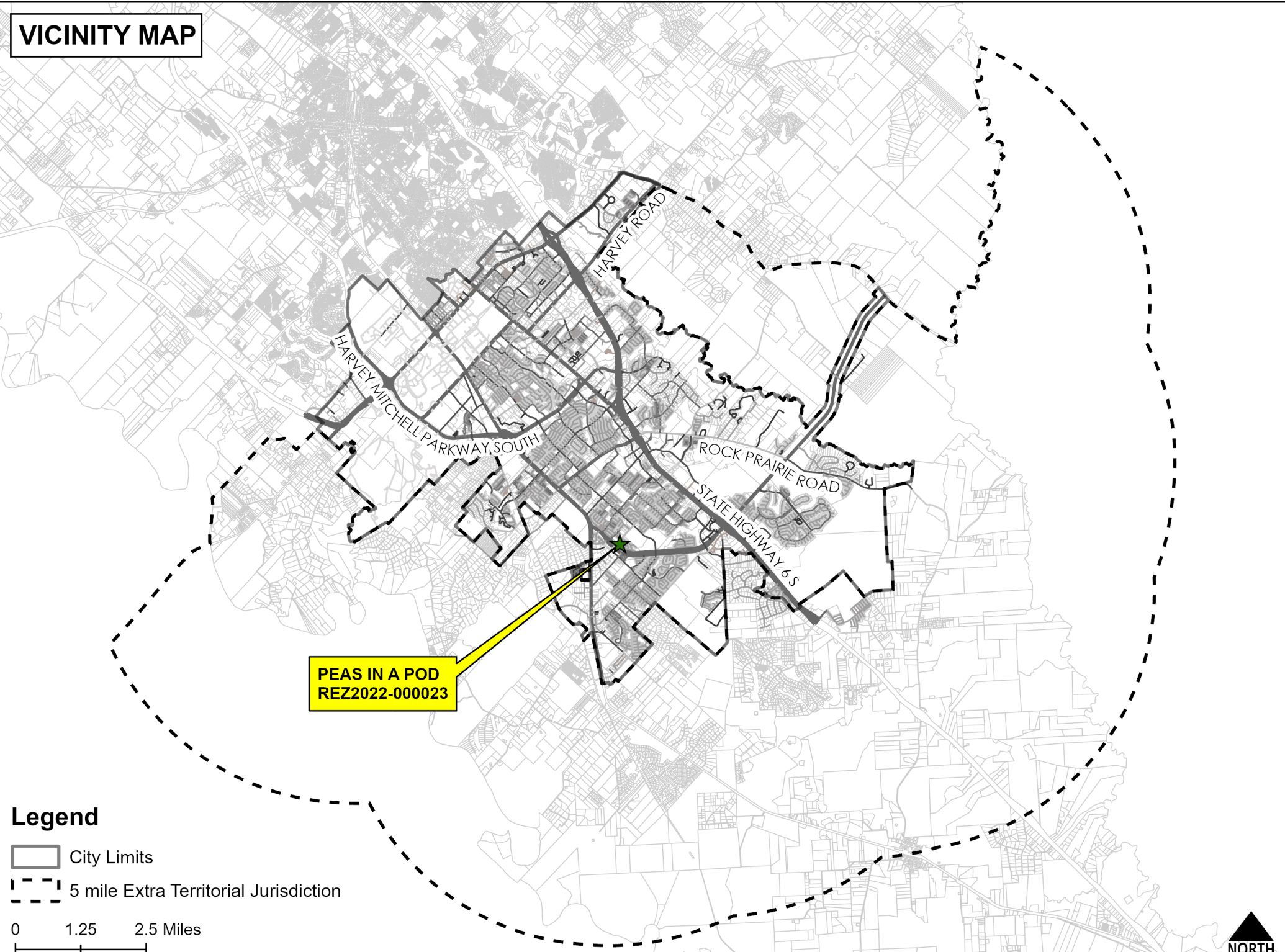
Community Benefits:

1. Screen parking adjacent to single-family land use with an additional 50% landscaping.
2. Reduce the maximum building height from two stories to one story.
3. Reduce the maximum building height from 35 feet to 25 feet.
4. Reduce the maximum height of a freestanding sign to 4 feet.

Exhibit C



VICINITY MAP

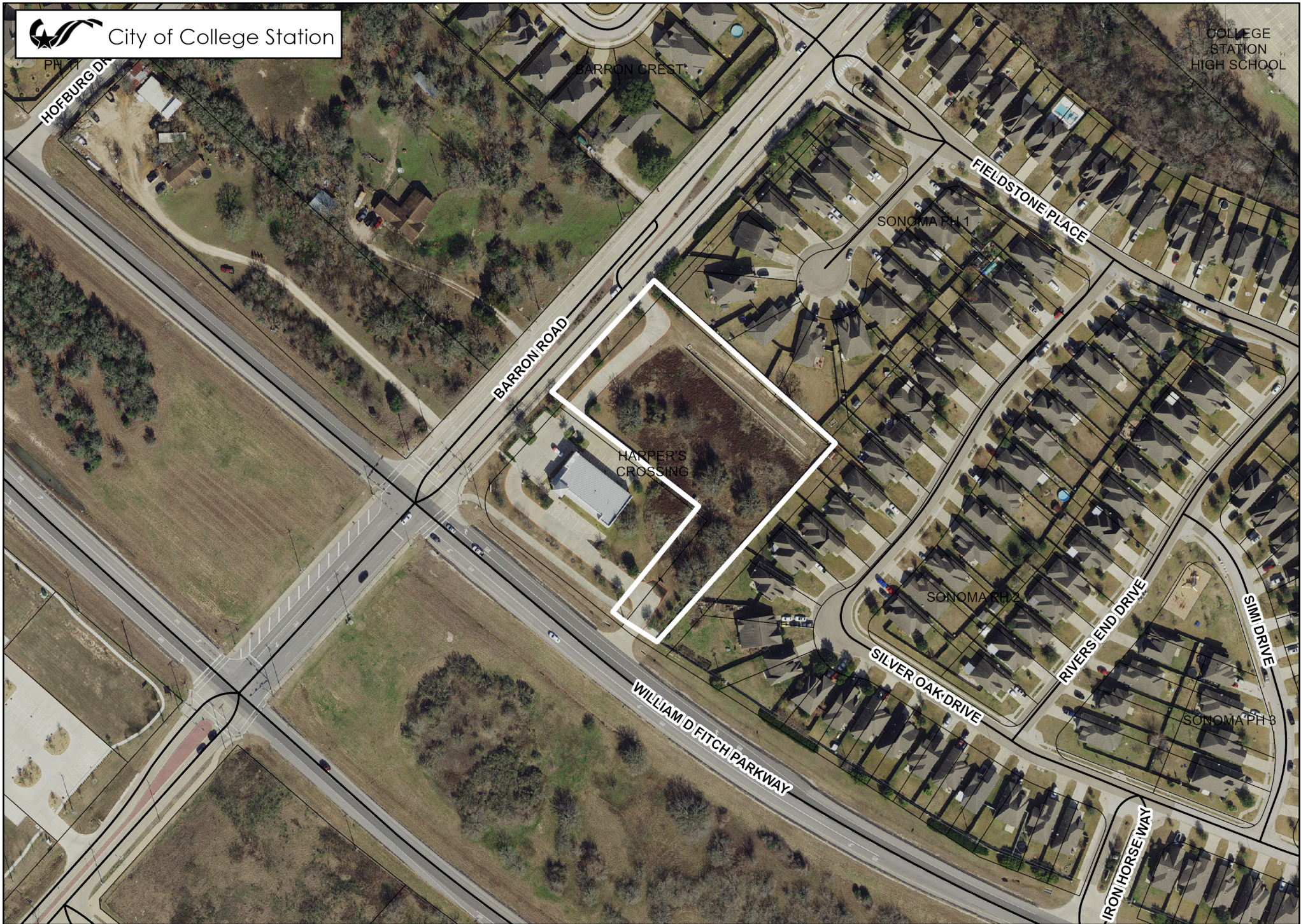


Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



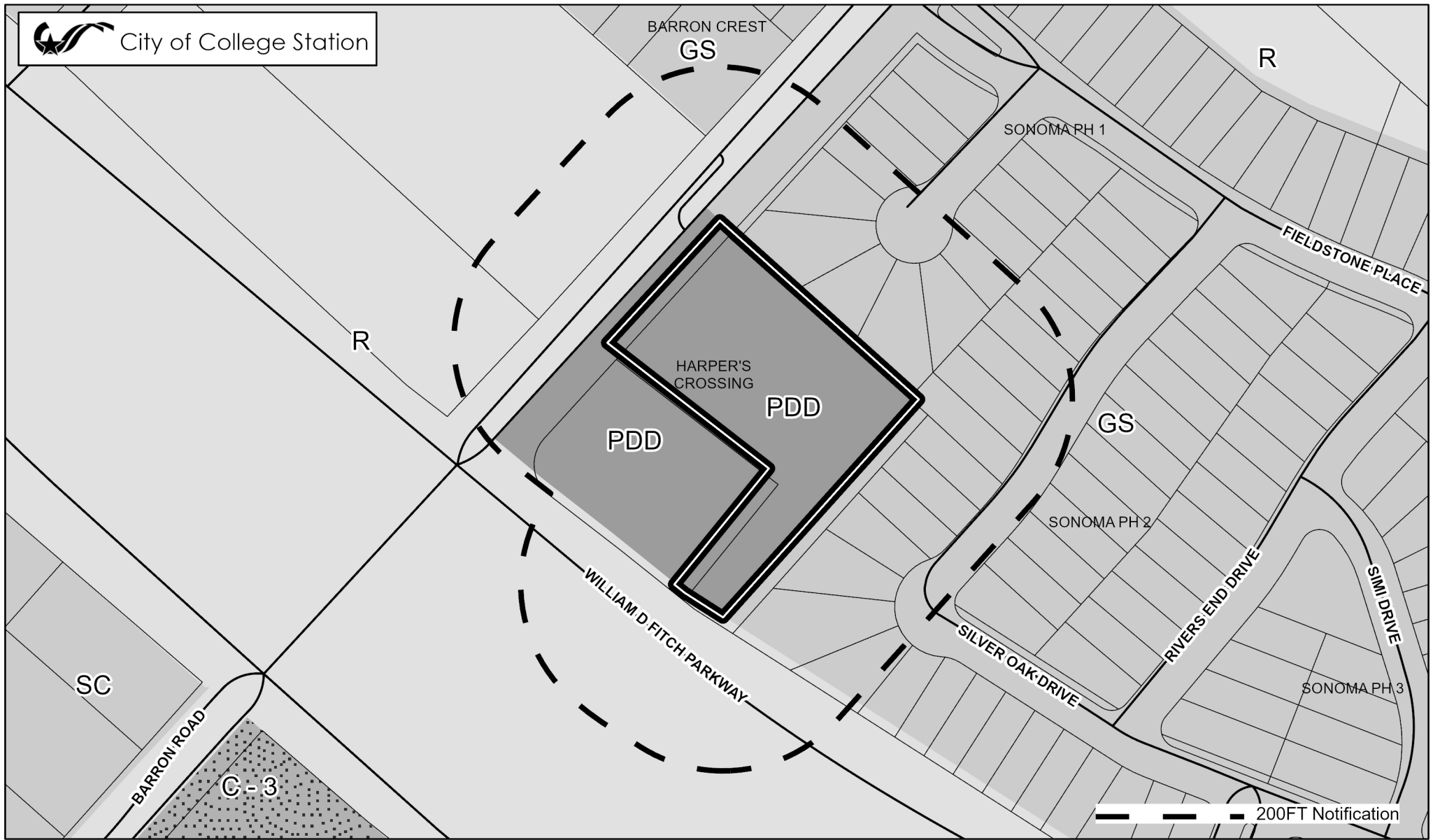


0 175 350 Feet

PEAS IN A POD

Case:
REZ2022-000023

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 175 350 Feet

PEAS IN A POD

Case:
REZ2022-000023

REZONING



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: PEAS IN A POD

Address: 2775 BARRON RD

Legal Description: HARPER'S CROSSING, BLOCK 1, LOT 1

Total Acreage: 2

Applicant: CREATE CONSTRUCTION LLC

Property Owner: ROOTED ENTERPRISE LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The proposed development for Peas in a Pod Learning Center aims to provide the surrounding community with after-school programs including individual tutoring services. Tutoring services are not permitted under C-3 zoning.

The developer recognizes a need in the area for such services tailored towards school aged kids K-6 and beyond. Many parents work so hard for their families – often long hours. Many families need after school care so that they can finish their workday, while students receive the love and care and academic help that they need before heading home for dinner with their families.

In response to this, Peas in a Pod Learning Center has designed a tutoring program to meet this need in our community. Stephanie Shoemake is a Master reading teacher certified in Texas for grade levels EC-12, Elementary Education K-6, and ESL certified and will oversee the program. She plans to offer a wide range of academic subjects for both private and group tutoring sessions. The program will seek to provide students with basic problem-solving skills for future applications so that they can solve their own queries and grow as learners. This classical approach differs from other tutoring services who are primarily concerned with answering the student's immediate questions.

Peas in a Pod Learning Center plans to offer transportation from local public schools and bring them to the proposed facility. Upon arrival, they will be received by a healthy snack and a loving and patient tutor that is trained to help with homework while also providing one-on-one or group tutoring in basic subjects such as math, reading, and writing. Additionally, Peas in a Pod Learning Center will be teaming up with local schools to collaborate on any identified learning disabilities so that we can better serve our students.

Given the proposed location of the new facility, they also plan to team up with College Station High School in addition to already established relationships with local colleges (i.e. Blinn College) to employ high school and college students in our program to serve our community of preschool, elementary, and intermediate students with tutoring services.

Peas in a Pod Learning Center exists to help students. We take a unique and innovative approach to teaching that helps students connect with the subject matter they need to master. Through personalized and focused teaching processes, our students develop the tools they need for ongoing success in their fields of study. Our success depends on our attention to the needs of our students and truly helping them achieve – we don't succeed unless our students succeed.

To provide this program to the community, the developer is seeking a zone change from the C-3 Light Commercial to SC Suburban Commercial.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The comprehensive plan shows the property as Neighborhood Commercial which is in accordance with the proposed rezoning of SC Suburban Commercial.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The zone change is very similar to the existing zoning with a few exceptions to the permitted uses. The uses gained by a zone change to SC Suburban Commercial include "Educational Facility, Tutoring" which is a service that the developer intends to include alongside her after-school programs. The addition of tutoring services and after-school programs are consistent with the uses of nearby property (College Station High School) and with the character of the neighborhood. The zone change away from C-3 Light Commercial and to SC Suburban Commercial will also prohibit use as "Retail Sales and Service – Alcohol" and "Fuel Sales" which further reinforces compatibility with nearby property uses and the character of the neighborhood.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Because the existing zoning and the proposed zoning include many of the same uses, this paragraph response will focus on the differences between the existing and proposed zonings. The developer intends to develop the property as a commercial daycare facility with after-school programs, including tutoring services. Tutoring services would be suitable for this property given the proximity to College Station High School and the surrounding neighborhood. Furthermore, should the property be resold or redeveloped, the new uses permitted under a SC Suburban Commercial zoning district are more suitable for the property than currently permitted uses under C-3 Light Commercial that would be lost with a zone change. The new permitted uses would include "Assisted Living/Residential Care Facility" and "Educational Facility, Tutoring" both of which are more suitable for the property.

Explain the suitability of the property for uses permitted by the current zoning district.

Though it is an antiquated zoning district, the zoning C-3 allows many of the same uses the proposed SC zoning. These include "Daycare-Commercial" which is the primary intention of the developer. For that specific purpose, the existing zoning is suitable. Though not an exhaustive list, the existing C-3 zoning also permits the following uses: Governmental Facilities, Animal Care Facility, Day Care, Fuel Sales, Health Club/Sports Facility, Offices, Radio/TV Station/Studios, Retail Sales and Service, Retail Sales and Service-Alcohol, and Wireless Telecommunication Facility. Several of these uses, such as Fuel Sales, Radio/TV Station/Studios, Retail Sales and Service-Alcohol, and Wireless Telecommunication Facility are not suitable for the intention defined in the Comprehensive Plan to develop the property for neighborhood commercial type uses. This C-3 zoning, furthermore, excludes use as an educational facility for tutoring. Such services should not be excluded from the use restrictions.

Explain the marketability of the property for uses permitted by the current zoning district.

The uses gained by a zone change to SC Suburban Commercial include "Educational Facility, Tutoring" and "Assisted Living/Residential Care Facility" which both increase the marketability of the property and conform to the proposed development. The zone change from C-3 will prohibit use as "Retail Sales and Service – Alcohol" and "Fuel Sales" which do not conform to the future use identified in the Comprehensive Plan.

List any other reasons to support this zone change.

N/A

Maximum Building Height.

25ft

Proposed Drainage.

N/A

Variations Sought.

The developer requests to have the parking remain as shown on the existing concept plan and proposes to increase buffer requirements between parking and residential properties by 50%.

Community Benefits.

N/A

Sustained Stability.

N/A

Conformity.

N/A

Compatibility with use.

N/A

Access to Streets.

N/A

Public Improvements.

N/A

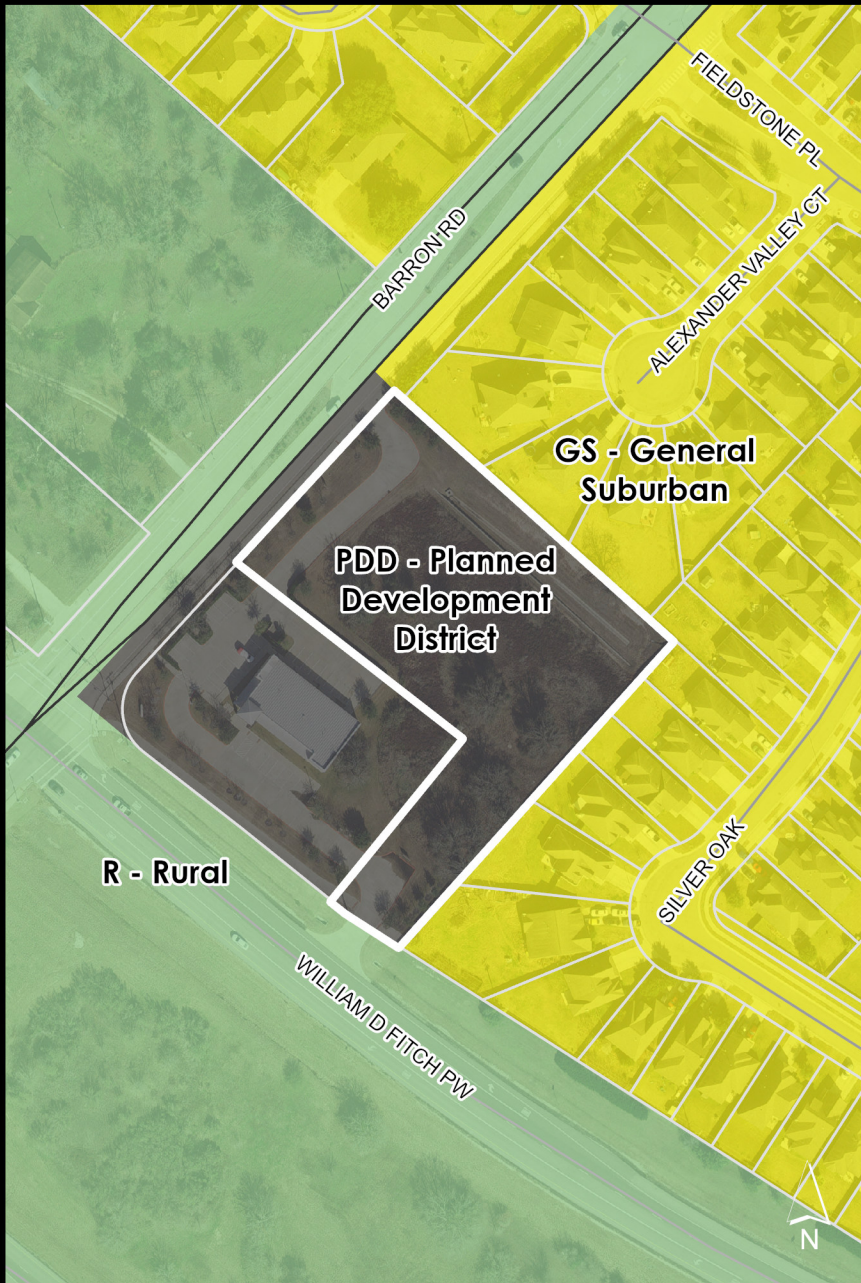
Public Health.

N/A

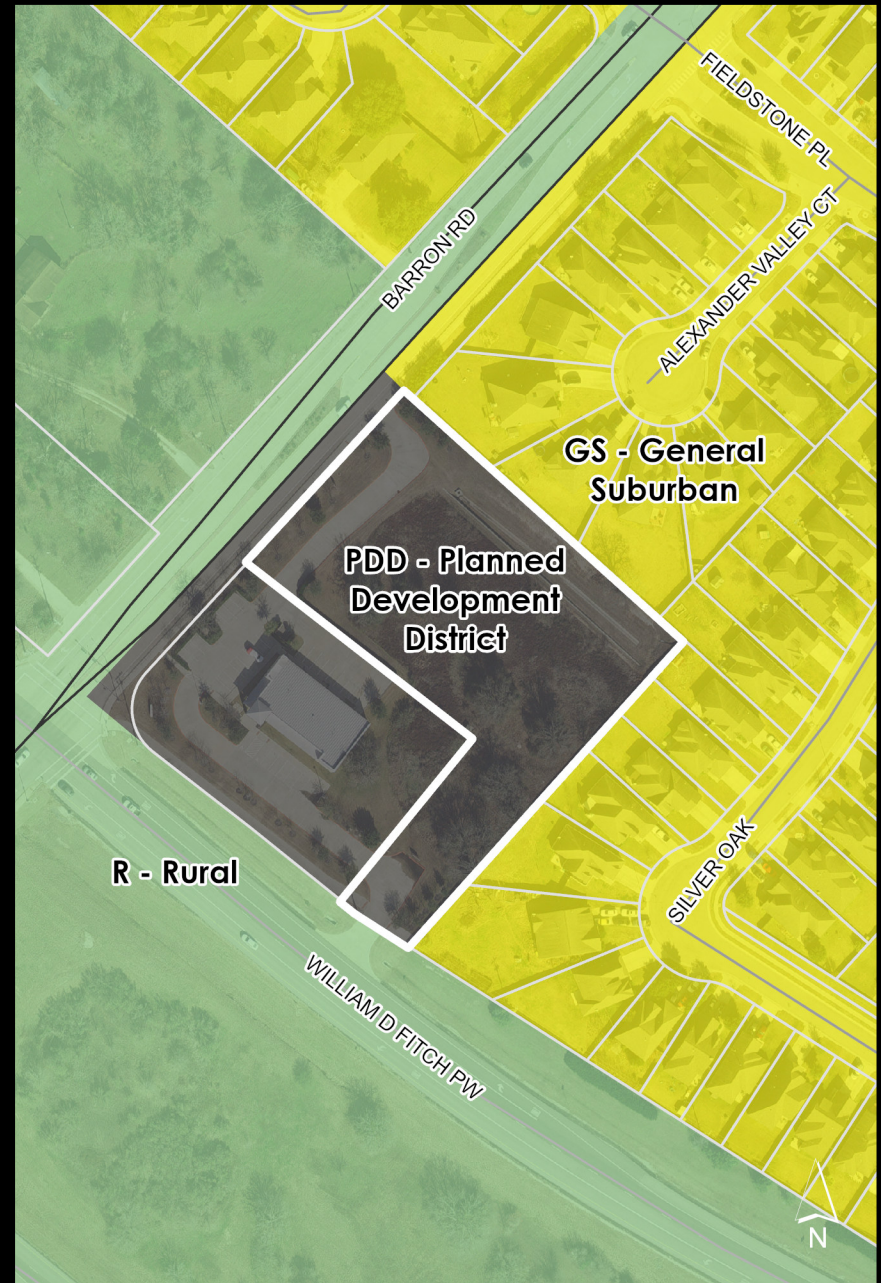
Safety.

N/A

EXISTING Zoning

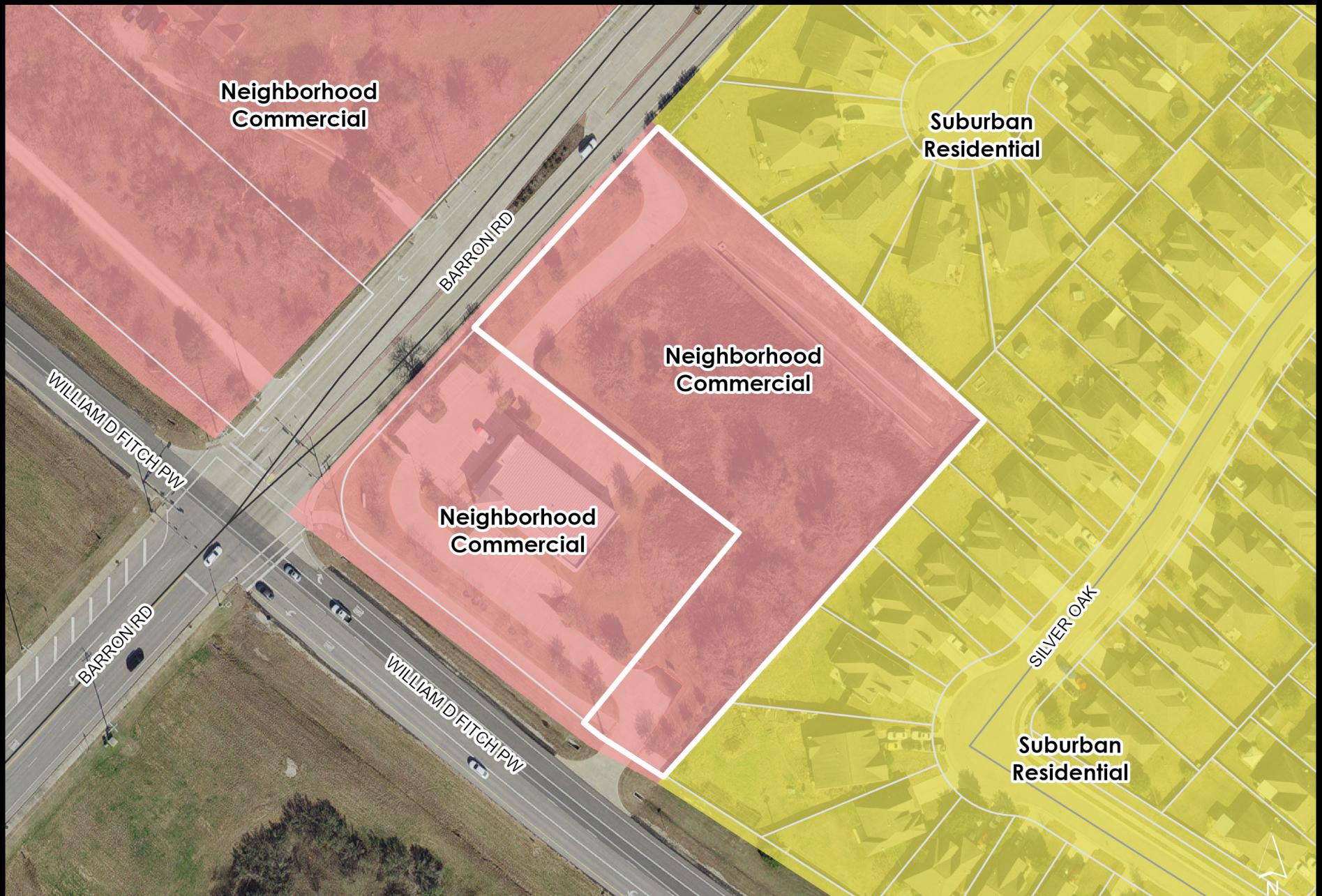


PROPOSED Zoning



EXISTING

Future Land Use



Revision Schedule	
Revision Number	Revision Date

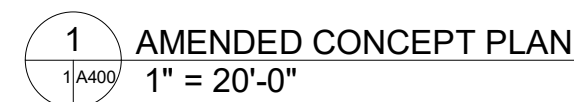
PEAS IN A POD
COLLEGE STATION, TX

AMENDED CONCEPT PLAN

Project Number:

Sheet issue date:
05/06/22

ACP1



BARRON ROAD
90' ROW

RIGHT TURN LANE TO BE
ADDED ON BARRON ROAD
DURING SITE PLANNING

— EXISTING MASONRY WALL

- PROPOSED MASONRY WALL

15' LANDSCAPE BUFFER

EXISTING STORM DETENTION.

EXISTING RETAINING WALL

BUILDING 1

ONE-STORY

— OUTDOOR LEARNING AND RECREATION AREA
FINAL SIZE AND LAYOUT MAY CHANGE
SUBJECT TO SITE PLAN REVIEW

TOTAL BUILDING AREA NOT TO EXCEED 15,000 SF PER PDD (ESTIMATED ONE STORY BUILDINGS TO BE 12,500 SF COMBINED)

BUILDING 2

ONE-STORY

EDGE OF STRUCTURE TO
REMAIN OUTSIDE OF
LANDSCAPE BUFFER

PROPOSED MASONRY WALL

OPTIONAL ONE-WAY TRAFFIC
TO BE FINALIZED DURING SITE
PLAN REVIEW

NEW DRIVEWAY

NEW PARKING

EXISTING PARKING AND DRIVEWAYS

EXISTING PHASE 1 BUILDING

EXISTING PARKING AND DRIVEWAYS

NEW PARKING

NEW DRIVEWAY

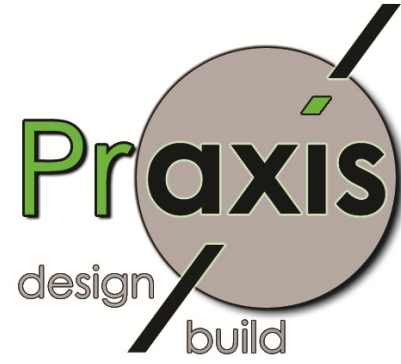
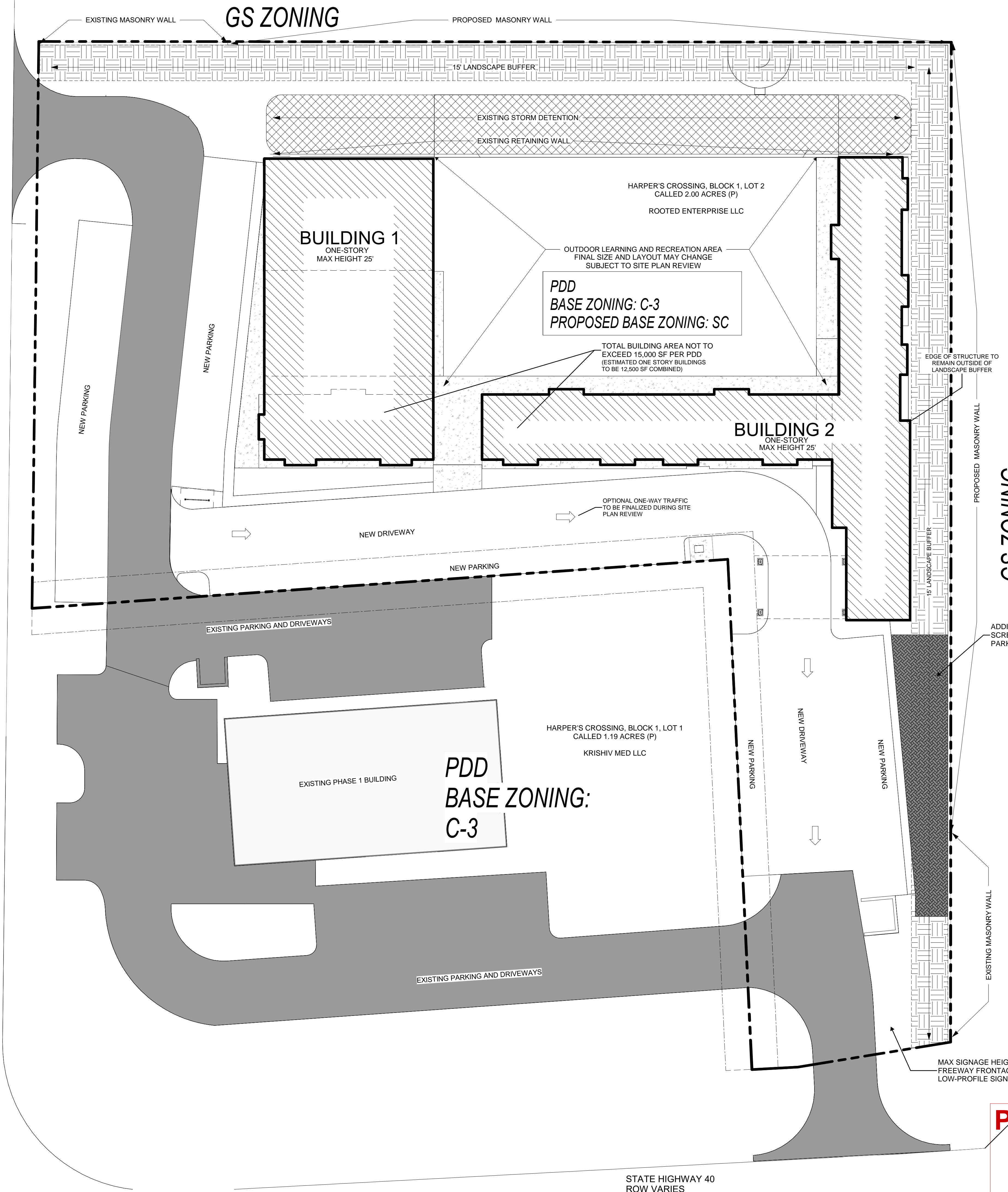


NEW PARKING

EXISTING MASONRY WALL

STATE HIGHWAY 40
ROW VARIES

PRELIMINARY
FOR REVIEW
ONLY NOT FOR
CONSTRUCTION



3206 LONGMIRE DR. STE. A1
COLLEGE STATION, TX 77845

Phone: (979) 492.4908
Email: jason@praxisdb.net

Revision Schedule	
Revision Number	Revision Date

PEAS IN A POD
COLLEGE STATION, TX

AMENDED CONCEPT PLAN

Project Number:

Sheet issue date:
10.19.22

ACP1

PRELIMINARY
FOR REVIEW
ONLY NOT FOR
CONSTRUCTION



December 8, 2022
Item No. 10.3.
Baylor Scott & White Concept Plan Amendment

Sponsor: Anthony Armstrong

Reviewed By CBC: City Council

Agenda Caption:Public Hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from PDD Planned Development District to PDD Planned Development District to amend the Concept Plan for approximately 45 acres located at 700 Scott & White Drive.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): The Planning and Zoning Commission heard this item at their November 17, 2022, meeting and voted unanimously to recommend approval. Staff recommends approval.

Summary: This request is to amend the Concept Plan for the existing PDD Planned Development District zoning located at 700 Scott & White Drive. The original PDD (Ordinance No. 2010-3300) requires Tracts 2-7 to obtain approved, revised Concept Plans prior to site plan approval or the issuance of permits for the development of the property. This Concept Plan amendment is being proposed for Tracts 1 and 3.

Review of Concept Plan:

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site-related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land

uses in the area.

The adopted Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. The intent is to provide medically related uses that support the nearby Baylor Scott & White hospital and the surrounding areas. This benefits the community as a whole as the need for a strong healthcare industry continues to grow.

The adopted Concept Plan shows a future parking area in Tract 1 immediately adjacent to Tract 3. The applicant is now proposing this future parking area to be a new Medical Office Building and the associated parking will be located on Tract 3. The proposed development is an approximate 100,000 square foot, 4-story medical office building with rooftop penthouse that will be less than 75 feet in height. The program services in the building will include an Ambulatory Surgery Center with 4 OR's, Sleep Center, Physical Therapy, Phlebotomy Lab, GI, Ophthalmology, Allergy, Rheumatology, Nephrology, Infectious Diseases, Endocrinology and Administration areas.

The proposed development meets the standards of the PDD , and thus only requires a Concept Plan amendment.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. PDD Ordinance 2010-3300
5. Applicant's Supporting Information
6. Proposed Concept Plan
7. Adopted Concept Plan
8. Rezoning Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 700 SCOTT & WHITE DRIVE CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 8th day of December, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to PDD Planned Development District:

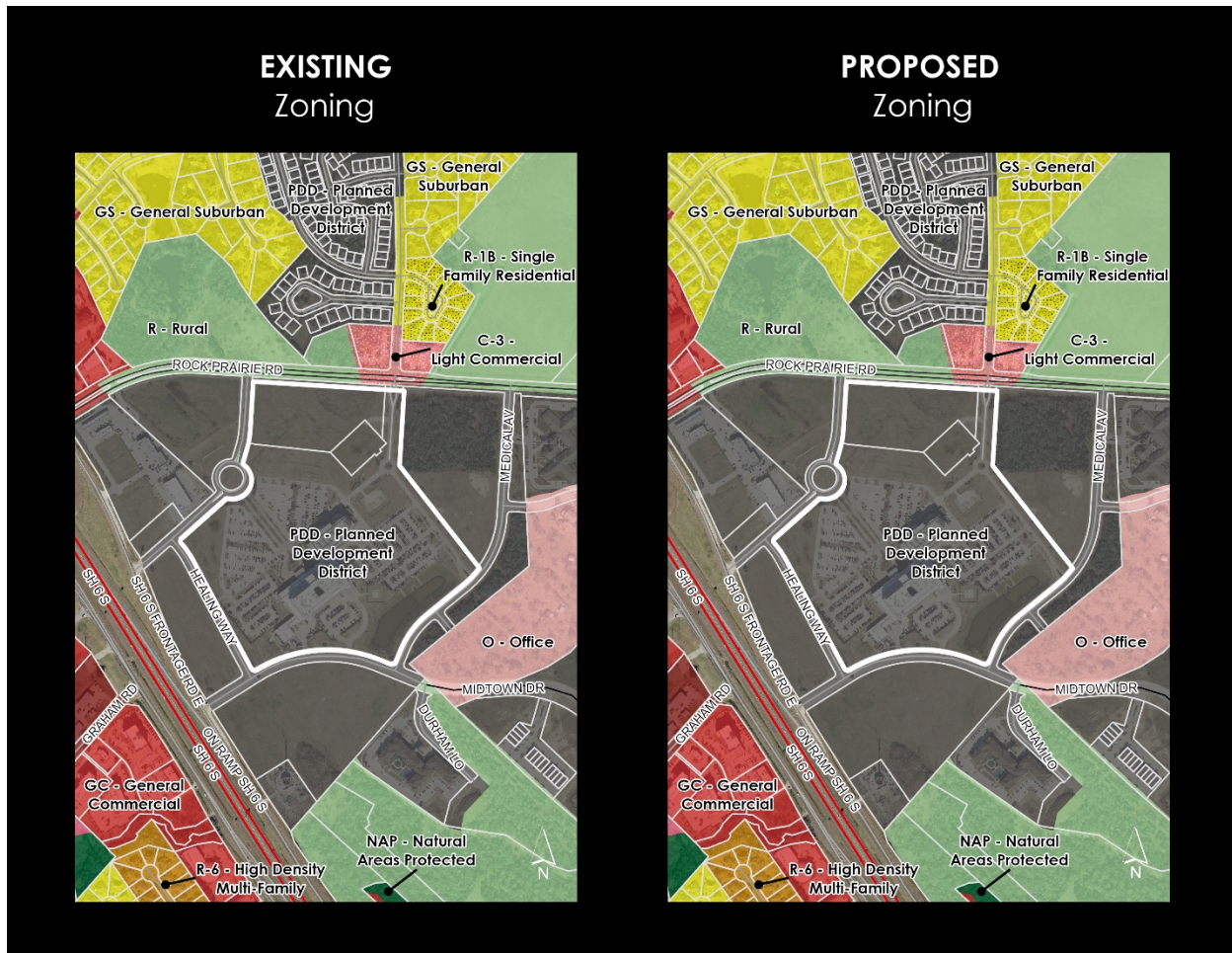
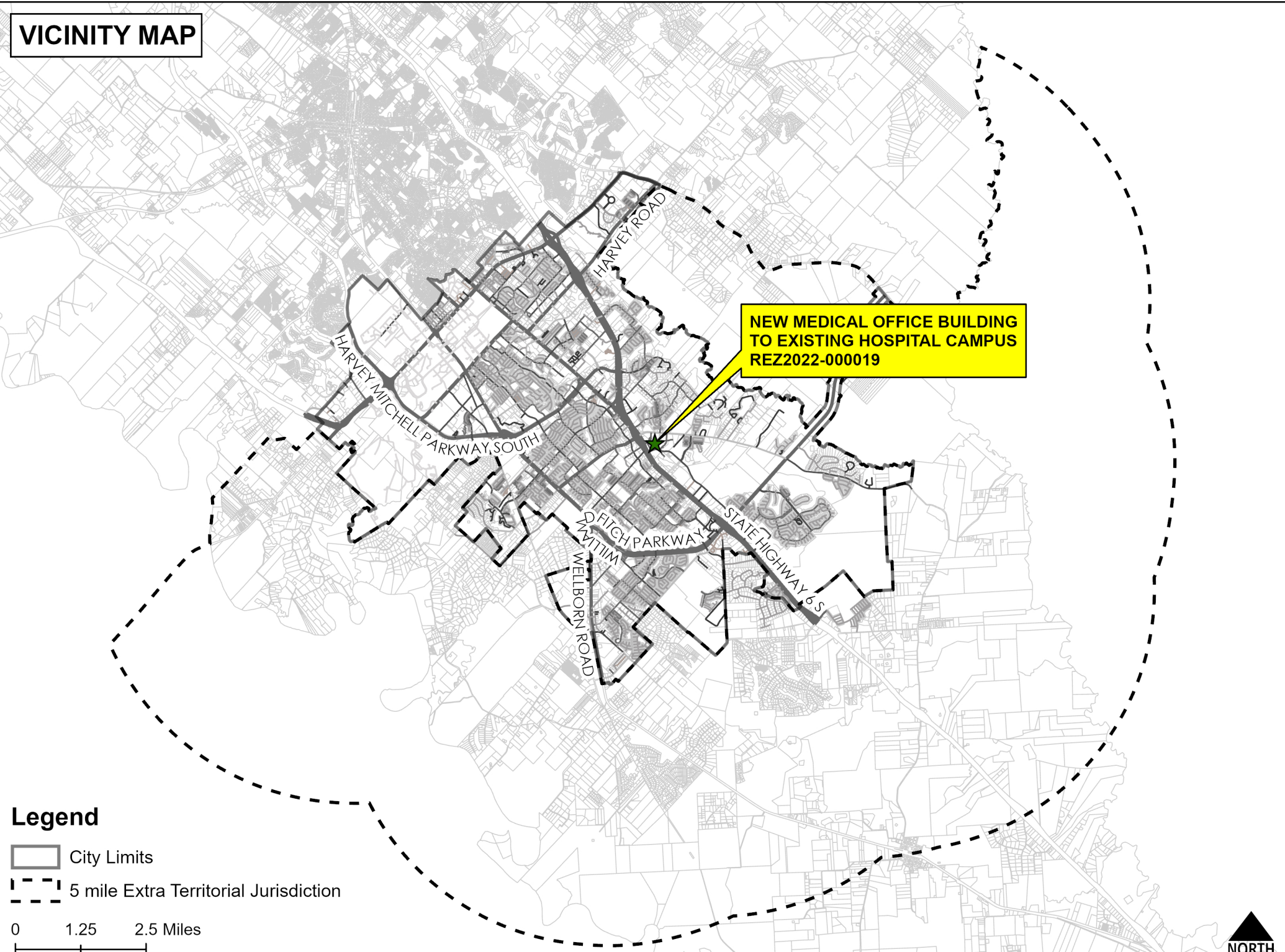


Exhibit B – Amended Concept Plan

That the PDD Planned Development District shall be subject to Ordinance 2010-3300, as amended, with the following amended Concept Plan for Tracts 1 and 3:



VICINITY MAP



NEW MEDICAL OFFICE BUILDING
TO EXISTING HOSPITAL CAMPUS
REZ2022-000019

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles



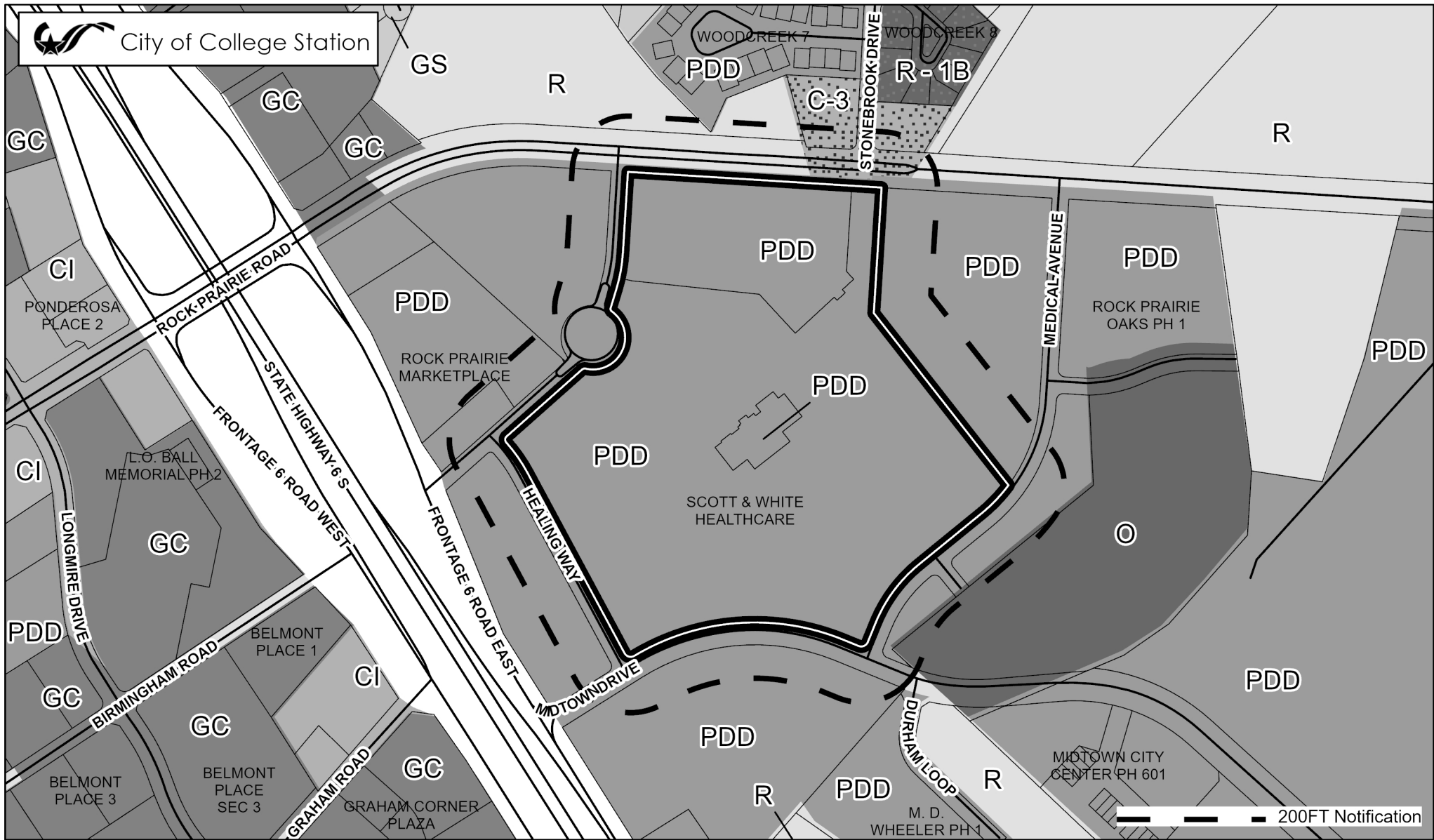


0 485 970 Feet

**NEW MEDICAL OFFICE BUILDING
TO EXISTING HOSPITAL CAMPUS**

Case:
REZ2022-000019

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MF Multi-Family
WE	Wellborn Estate	MU Mixed-Use
E	Estate	MHP Manufactured Home Pk.
WRS	Wellborn Restricted Suburban	
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential

NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 485 970 Feet

**NEW MEDICAL OFFICE BUILDING
TO EXISTING HOSPITAL CAMPUS**

Case:
REZ2022-000019

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 17, 2022

Advertised Council Hearing Date: December 8, 2022

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Sandstone HOA
Foxfire HOA
Amberlake HOA

Chadwick HOA
Stonebridge HOA
Stonebridge Court HOA

Property owner notices mailed: 13
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Commercial	R Rural and C-3 Light Commercial	Galleria Spa Salon Boutique
South	General Commercial	PDD Planned Development District	New Baylor Scott and White Clinic and undeveloped land
East	Medical Use	PDD Planned Development District and O Office	Accel Nursing Home and undeveloped land
West	Medical Use and General Commercial	PDD Planned Development District	Gas stations, restaurants, spas and undeveloped land

DEVELOPMENT HISTORY

Annexation: 1983

Zoning: A-O Agricultural Open upon annexation
A-O rezoned C-1 General Commercial (2009)
C-1 General Commercial rezoned PDD Planned Development District (2010)

Final Plat: Scott & White Healthcare Subdivision Block 4, Lot 1 (2011)

Site development: Tract 3 is undeveloped and Tract 1 has the main hospital building

ORDINANCE NO. 2010-3300

AN ORDINANCE AMENDING CHAPTER 12, "UNIFIED DEVELOPMENT ORDINANCE," SECTION 4.2, "OFFICIAL ZONING MAP," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING CERTAIN PROPERTIES AS DESCRIBED BELOW; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

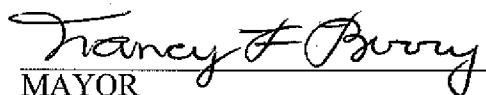
BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in Exhibit "A" attached hereto and made a part of this ordinance for all purposes.


PART 2: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than Twenty-five Dollars (\$25.00) nor more than Two Thousand Dollars (\$2,000.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense. Said Ordinance, being a penal ordinance, becomes effective ten (10) days after its date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 22nd day of November, 2010

APPROVED:


MAYOR

ATTEST:


City Secretary

APPROVED:


City Attorney

EXHIBIT "A"

That Chapter 12, "Unified Development Ordinance," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from A-O Agricultural Open, C-1 General Commercial, C-2 Commercial Industrial, and R-4 Multi-Family to PDD Planned Development District, with the restrictions listed in Exhibit "B" and in accordance with the Concept Plan shown in Exhibit "C" and Exhibit "D" and the Concept Plan Notes listed in Exhibit "E", and as shown graphically in Exhibit "F":

PROPERTY DESCRIPTION

DESCRIPTION OF A 97.932 ACRE TRACT IN THE THOMAS CARUTHERS LEAGUE ABSTRACT NUMBER 9, AND THE ROBERT STEVENSON LEAGUE ABSTRACT NUMBER 54 IN BRAZOS COUNTY, TEXAS BEING ALL OF A CALL 4.31 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7583 PAGE 108 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 6.566 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7282 PAGE 72 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 17.21 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 8948 PAGE 46 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.576 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 256 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 19.1 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7488 PAGE 248 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 7.158 ACRE TRACT AS DESCRIBED IN A CONTRIBUTION DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7680 PAGE 227 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, ALL OF A CALL 5.917 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO WEINGARTEN INVESTMENTS INC., AND RECORDED IN VOLUME 7310 PAGE 98 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND ALL OF A CALL 30.00 ACRE TRACT AS DESCRIBED IN A WARRANTY DEED TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT AS RECORDED IN VOLUME 1033 PAGE 534 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, SAID 97.932 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL BEARINGS BEING GRID AND REFERENCE TO THE TEXAS COORDINATE SYSTEM NAD 83 CENTRAL ZONE AND THE SURVEY CONTROL NETWORK OF THE CITY OF COLLEGE STATION, TEXAS:

BEGINNING at a TXDOT Type 1 concrete monument found in the easterly right-of way line of State Highway 6, and the northwesterly right-of-way line of Old Rock Prairie Road, being the southerly corner of a call 0.9877 acre tract as described in a deed to Weingarten Investments Inc., and recorded in Volume 7819 Page 266 of the Official Public Records of Brazos County, Texas, same being the southerly corner of Lot 1, Block 1, of Rock Prairie Marketplace, a subdivision of record in Volume 9506 Page 205 of the Official Public Records of Brazos County, Texas and being a westerly corner of Old Rock Prairie Road right-of-way and of the herein described tract;

THENCE departing the said easterly right-of-way of State Highway 6 **N 48°24'40" E** with a line common to the said 0.9877 acre tract, of Lot 1 Block 1 of Rock Prairie Marketplace, and the said northwest right-of-way line for a distance of **595.11** feet to an iron rod with cap stamped "JACOBS" set monumenting the easterly corner of the said Lot 1 Block 1 and the southerly corner of the said 4.31 acre tract;

THENCE departing the said northwest right-of-way line of Old Rock Prairie Road with the common line of the said Lot 1 Block 1 Rock Prairie Market Place and the 4.31 acre tract **N 47°41'31" W** for a distance of **868.04** to an iron rod with cap stamped Pate Eng RPLS 5647 found in the arc of a curve to the right in the southerly right-of-way line of Rock Prairie Road as described in a Right-of-Way Agreement to the City of College Station and recorded in Volume 4123 Page 1 of the Deed Records of Brazos County, Texas, said iron rod with cap being the most westerly corner of the herein described tract;

THENCE with the said southerly and southeasterly right-of-way line of Rock Prairie Road and with the arc of said curve to the right passing through a central angle of **34°06'14"** to an iron rod with cap stamped Strong RPLS 4961 found at the Point of Tangency, said curve having a radius of **955.00** feet, an arc length of **568.44** feet, and a long chord bearing **N 76°29'39" E** for a distance of **560.08** feet;

THENCE continuing with the south right-of-way line of the said Rock Prairie Road **S 86°27'05" E** a distance of **1,203.23** feet to an iron rod with cap stamped Strong RPLS 4961 found monumenting the northeast corner of the said 17.21 acre tract and being in the west line of the said College Station Independent School District 30.00 acre tract;

THENCE with the said west line of the 30.00 acre tract **N 03°21'05" E** for a distance of **13.12** feet to a calculated point for the northwest corner of the said 30.00 acre tract and being in the south right-of-way line of Rock Prairie Road (same being Old Rock Prairie Road right-of-way);

THENCE with the said south right-of-way line **S 86°38'36" E** for a distance of **737.90** feet to a calculated point for the northeast corner of the said 30.00 acre tract and the northwest corner of a call 25.79 acre tract as described in a General Warranty Deed to Perry Brian Howard and recorded in Volume 1980 Page 272 of the Deed Records of Brazos County, Texas;

THENCE departing the said south right-of-way line and with a line common to the said 30.00 acre tract and the 25.79 acre tract the following two (2) courses and distances;

1. **S 02°42'50" E** for a distance of **1054.75** feet to a calculated angle point the said common line,
2. **S 50°49'56" W** for a distance of **930.53** feet to a calculated point in the northeasterly line of the aforementioned 5.576 acre Weingarten Investments Inc., tract same being the southerly corner of the said 30.00 acre tract,

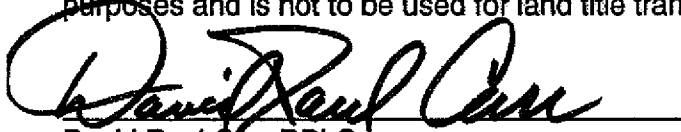
THENCE with a line common to the said 5.576 acre tract and the 25.79 acre tract **S 47°37'11" E** a distance of **128.13** feet to a 1" inch iron pipe found in the westerly line of a call 61.48 acre tract as described in a deed to M.D. Wheeler LTD., as recorded in Volume 3007 Page 341 of the Deed Records of Brazos County, Texas, said iron pipe being the most easterly corner of the said 5.576 acre tract and a easterly corner of the herein described tract,

THENCE with a line common to the said 61.48 acre tract **S 41°15'39" W** passing at a distance of 366.35 feet an 1" inch iron pipe found monumenting the southerly corner of the said 5.576 acre tract and the most easterly corner of the said 19.10 acre tract, in all **1224.85** feet to an iron rod with cap stamped "JACOBS" set in the east right-of-way line of State Highway 6 and monumenting the most southerly corner of the said 19.10 acre tract and the southerly corner of the herein described tract;

THENCE with the said east right-of-way line of State Highway 6 the following four (4) courses and distances;

1. **N 34°26'19" W** for a distance of **228.75** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears **N 89°47'02" E** for a distance of 0.38 feet,
2. **N 32°11'00" W** for a distance of **1033.48** feet to a calculated point, from which a disturbed TXDOT Type 1 concrete monument bears **S 10°54'36" W** for a distance of 0.24 feet,
3. **N 21°52'19" W** for a distance of **554.64** feet to a punch hole set in a broken TXDOT Type 1 concrete monument found, said monument being the west corner of the said 5.917 acre tract and the southerly corner of Old Rock Prairie Road right-of-way,
4. **N 13°01'53" W** with the west line of Old Rock Prairie Road for a distance of **66.50** feet to the **POINT OF BEGINNING** of the herein described tract and containing 97.932 acres of land more or less.

The foregoing metes and bounds description was generated from and on the ground survey by Jacobs Engineering Group of the Weingarten Tracts and an office survey of the deed description of the College Station Independent School District tract for zoning purposes and is not to be used for land title transfer.



David Paul Carr RPLS
Texas Registration No. 3997

7/26/10
Date

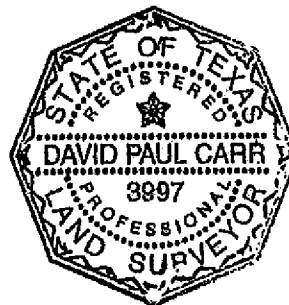


EXHIBIT "B"

Purpose & Intent:

Hospital, Medical Clinic, Medical Office, and future development."

Permitted Uses:

Tract 1:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Vocational / Trade
- Health Care, Hospitals
- Health Care, Medical Clinics
- Offices
- Scientific Testing / Research Laboratory
- Wireless Telecommunication Facilities- Intermediate*

Tract 2:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window # (drive-thru with a restaurant only permitted on the portion of the property previously zoned C-1 General Commercial, as indicated on the Concept Plan).
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor#
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 3:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Commercial Amusements (C)
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Restaurants
- Retail Sales & Service*
- Retail Sales & Service -- Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Unregulated

Tract 4:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*+
- Dry Cleaners & Laundry*
- Health Club / Sports Facility, Indoor+
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios

- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 5:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Daycare, Commercial
- Drive-in / thru window*
- Offices
- Parking as Primary Use (C)
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 6:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Outdoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Hospitals
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery

- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Conference / Convention Center
- Country Club
- Daycare, Commercial
- Drive-in / thru window
- Dry Cleaners & Laundry
- Fraternal Lodge
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Health Club / Sports Facility, Outdoor
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Parking as Primary Use
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Storage, Self Service
- Vehicular Sales, Rental, Repair and Service*
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

Tract 7:

- Extended Care Facility / Convalescent / Nursing Home
- Educational Facility, College & University
- Educational Facility, Indoor Instruction
- Educational Facility, Primary & Secondary
- Educational Facility, Tutoring
- Educational Facility, Vocational / Trade
- Government Facilities
- Health Care, Medical Clinics
- Parks
- Places of Worship
- Animal Care Facility, Indoor
- Art Studio / Gallery
- Car Wash *
- Commercial Garden / Greenhouse / Landscape Maint.*
- Commercial Amusements*
- Daycare, Commercial

- Drive-in / thru window*
- Dry Cleaners & Laundry
- Fuel Sales*
- Health Club / Sports Facility, Indoor+
- Hotels
- Night Club, Bar or Tavern (C)
- Offices
- Personal Service Shop
- Printing / Copy Shop
- Radio / TV Station / Studios
- Restaurants
- Retail Sales – Single Tenant over 50,000 SF
- Retail Sales & Service*
- Retail Sales & Service – Alcohol*
- Theater
- Scientific Testing / Research Laboratory
- Utility *
- Wireless Telecommunication Facilities- Intermediate*
- Wireless Telecommunication Facilities- Major (C)
- Wireless Telecommunication Facilities- Unregulated

* Land Use with Supplemental Standards (Refer to Article 5 of the Unified Development Ordinance)

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health Clubs are limited to 20,000 square feet and Restaurant Drive-Thru permitted only on portion of Tract 2 previously zoned C-1 General Commercial

(C) Conditional Use Permit

Access

Driveway locations limited to those shown on the Concept Plan for Tracts 1 and 4, and exclude any further driveway access to Rock Prairie Road or State Highway 6, except where an existing access easement is located on Tract 2 providing cross access with the adjacent property owner. All access points will have to meet any conditions required by a revised Transportation Impact Analysis.

Architectural Design

Structures on Tracts 2, 3, 5, and the first 400 feet from Rock Prairie Road on Tract 4, the buildings architecture, styles, and facades of the structures will be similar to and consist of similar materials of those present in the neighborhoods located across Rock Prairie Road. The roof pitch is 4:12.

The architectural standards for Tract 4 and along Rock Prairie Road extend a minimum of 400 feet from Rock Prairie Road and relate to the "first layer" of buildings off of Rock Prairie Road, regardless of the distance from Rock Prairie Road. The architectural and height limitations in this PDD are included to create the desired character along the Rock Prairie corridor in that area.

The Hospital buildings will meet all minimum ordinance requirements besides those granted as meritorious modifications. The following information relates to the architectural design on Tract 1 – the hospital building:

Exterior materials of the front elevation's two-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along the two-story lobby/waiting concourse. The stone pillars are six feet wide and occur along the concourse on 15-foot centers. The space between the pillars is recessed 18 inches and in-filled with glass curtain wall providing a regular pattern of articulation along the two-story

base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building three feet continuing the articulation of the façade of the building.

Lighting

The Concept Plan includes restrictions on site lighting such that Tracts 2-5 will be limited to a maximum mounting height of 12 feet and Tracts 1, 6, and 7 will be limited to a maximum mounting height of 30 feet. The zoning provides for a more residential scale of lighting on the tracts identified as either General Suburban or Suburban Commercial and allows for the higher intensity commercial areas to use a type of lighting more appropriate to a general commercial development.

Drainage & Stormwater

The Concept Plan includes a wet pond on site for increased water quality and includes the following information regarding the wet pond:

This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TCC) removal efficiency. In addition to provide water quality, the pond will also detain the 2-, 10-, 25-, and 100- year storm events. The pond will also serve as an aesthetic landscape feature and serve as the main focal point as you enter the site.

Stormwater run-off from the developed portions of the site will be collected in roof drains, area inlet and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to the earth-wall wet pond providing both detention and water quality. The wet pond will also serve as a source of landscape irrigation water, ensuring the re-use of the stormwater at least once.

Base Zoning and Meritorious Modifications

C-1 General Commercial is the base, underlying zoning district for standards not identified in the PDD. At the time of site plan and plat, the project will need to meet all applicable site, architectural and platting standards required by the Unified Development Ordinance except where meritorious modifications are granted with the PDD zoning.

Meritorious Modifications Granted:

1. Section 7.2.I "Number of Off-Street Parking Spaces Required" of the Unified Development Ordinance

The following are the modified parking requirements:

Use	Unit	Spaces/Unit	UDO Requirement
Day Care Center	250 s.f.	0.8	1
Hospital	Bed	2	As determined by the Administrator
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	0.8	1
Office Building	250 s.f.	0.875	1

In addition, any use not specifically listed shall refer to the Unified Development Ordinance and may be reduced by 20%.

2. Section 7.2.C "Dimensions & Access" of "Off-Street Parking Standards"

The minimum parking space size is not less than nine feet by eighteen feet six inches (9'x18.5').

3. Section 5.4 “Non-Residential Dimensional Standards” of the Unified Development Ordinance

The following are the setbacks and height limitations for Tracts 1-7:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. S.S. Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 stories (96')	2 stories (30')	2 stories (30')	4 stories (50') (D)	2 stories (30') (C)	4 stories (50')	4 stories (50')

C – Single-Family Height /Setback applies.

D – Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 500 feet. Beyond the 500 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

4. Section 7.3.C.7 “Geometric Design of Driveway Access” of the Unified Development Ordinance

The modification allows for medians within driveways. The total pavement width (minus the median) will be in the range of 24 and 36 feet. At the time of site plan, all drives will be designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

5. Section 7.4 “Signs” of the Unified Development Ordinance

A special sign package is permitted for Tract 1, the hospital property, and is attached as a part of “EXHIBIT G.” The proposal includes 29 signs that, due to their size, are considered freestanding signs by the Unified Development Ordinance. In addition, the hospital is permitted to utilize their corporate logo flag alongside the Country and State flags.

Each tract (Tracts 2-7) is permitted only one freestanding sign and the maximum height is 16 feet (relating to the height of the primary sign for the hospital tract). All other sign standards will be those of the C-1 General Commercial zoning district, with the exception that freestanding signs will not be permitted on Tracts 4 and 5 (low profile only), and roof signs will not be permitted on Tracts 2-5.

6. Section 7.9 B.3 “Building Materials” of the Unified Development Ordinance

Up to 30% high-grade architectural metal is permitted on the hospital structure on Tract 1. Metal is limited on other structures to a maximum of 15%. In addition, each tract shall meet the highest architectural standards of the Unified Development Ordinance, architectural standards for building plots over 150,000 square feet of building area (regardless of the building sizes constructed).

7. Section 7.9.E.3 “Additional Standards for 50,000 s.f. or Greater” “Landscaping” of the Unified Development Ordinance

Trees generally required to be planted in tree wells within a sidewalk along primary facades are permitted to be planted in landscape areas instead. Shade structures or plantings shall be located along the sidewalks.

8. Section 7.9.F.4 “Additional Standards for 150,000 s.f. or Greater of the Unified Development Ordinance

Parking screening berms are not required for parking areas located beyond 100 feet from the public right-of-way if the area between the parking and the right-of-way remains as open space. The parking shall be screened using another method such as landscaping.

9. Table V "Streets and Alleys" of the Bryan/College Station Unified Design Guidelines

A 2-lane Major Collector right-of-way width of 60 feet (Scott & White Drive, Medical Avenue, Healing Way) is permitted with bike lanes. The 4-Lane Major Collector (Lakeway) is permitted to have a right-of-way width of 80 feet with bike lanes.

Specific Conditions of Zoning:

- Tracts 2-7 will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.
- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.
- At the time of site plan, all drives are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.
- The alignment of Lakeway Drive will be such that it provides access to both the adjacent tracts (currently owned by Wheeler and Perry).
- The roads and utilities projecting from Medical Avenue to the adjacent property to the east (through Tract 5) will be built with the first phase of road and utility construction.

EXHIBIT "D"

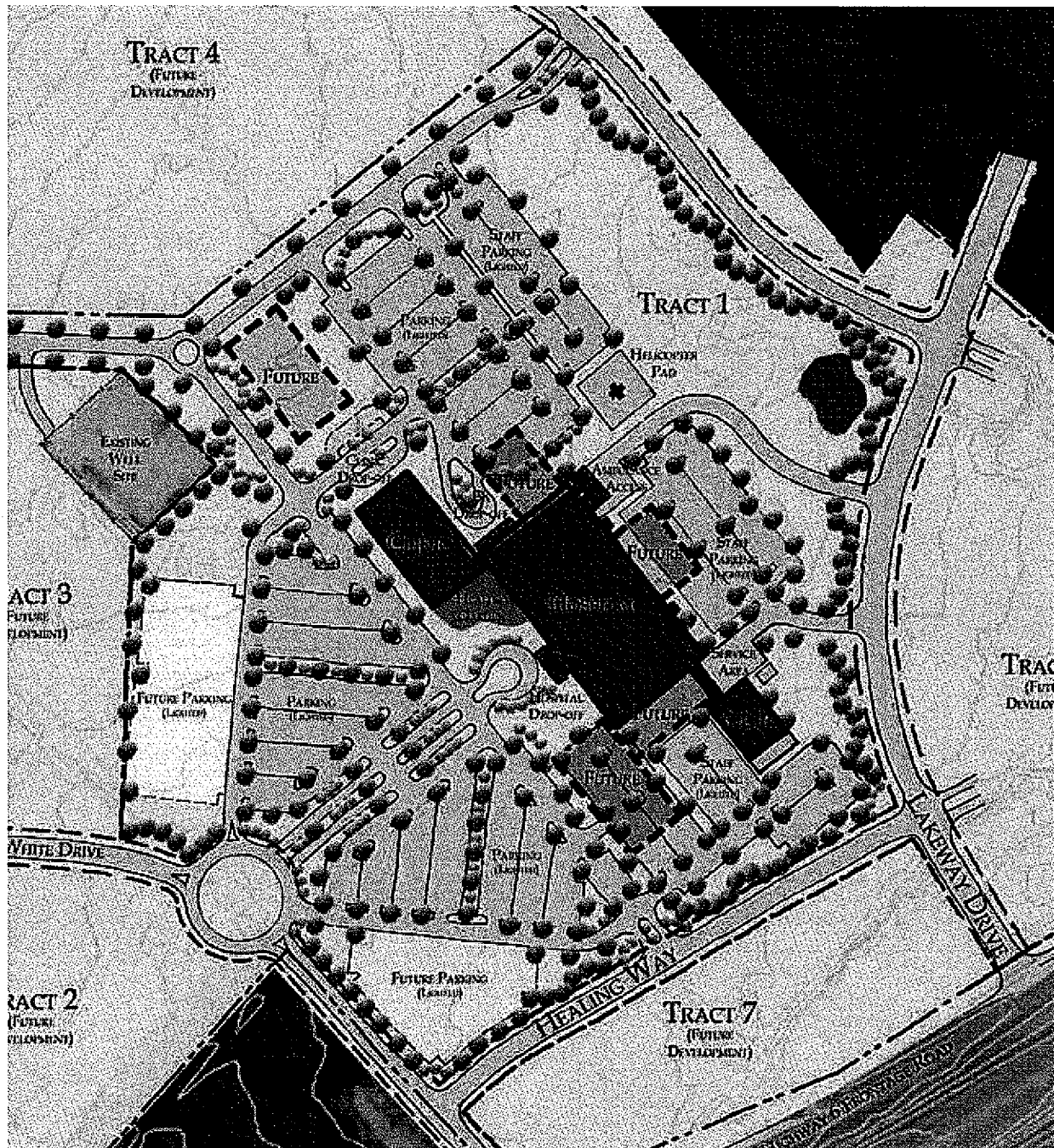


EXHIBIT "E"

SITE INFORMATION

TRACT 1: 39 +/- ACRES (PROPOSED HOSPITAL SITE)
TRACT 2: 7 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 3: 8 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 4: 11 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 5: 3 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 6: 13 +/- ACRES (FUTURE DEVELOPMENT)
TRACT 7: 5 +/- ACRES (FUTURE DEVELOPMENT)
R.O.W.: 11 +/- ACRES (PROPOSED ROAD RIGHT OF WAYS)
OVERALL: 97.9 ACRES

DEVELOPER/APPLICANT:

SCOTT & WHITE
2401 SOUTH 31ST STREET
TEMPLE, TEXAS 78508

ENGINEER/PLANNER:

JACOBS
2705 BEE CAVE RD, SUITE 300
AUSTIN, TEXAS 78746

NOTES

- 1) EACH TRACT IS A BUILDING PLOT
- 2) NO ADDITIONAL ACCESS SHALL CONNECT TO ROCK PRAIRIE RD. OR
HWY 6 FRONTAGE RD.

EXHIBIT "F"

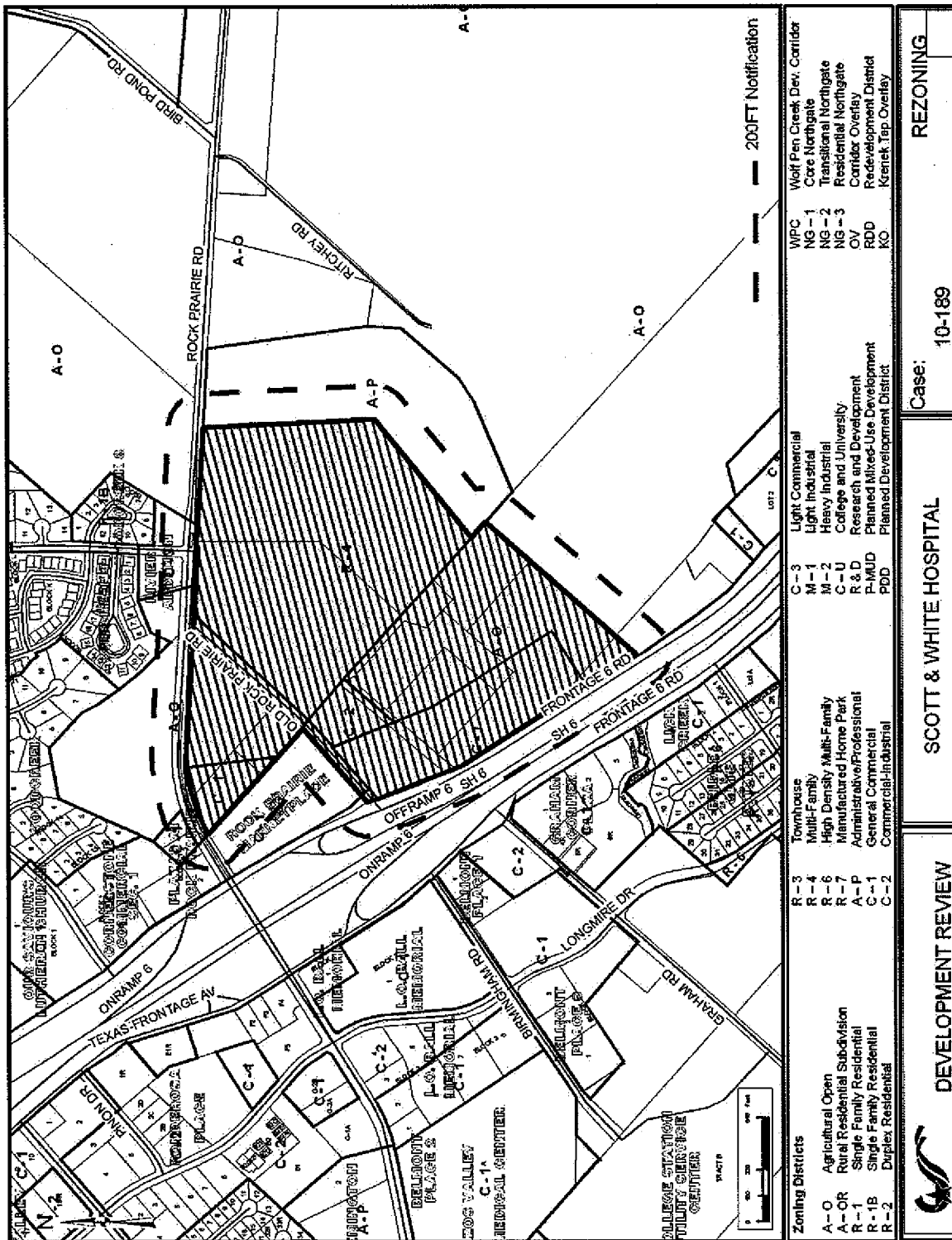


EXHIBIT "G"
See Attached Scott & White Proposal

Planned Development District

Submitted to:



Prepared for:



2401 South 31st Street
Temple, Texas 76508

August 25, 2010

Revised:

October 11, 2010

October 25, 2010

October 28, 2010

November 12, 2010

Prepared by:

JACOBSTM
2705 Bee Cave Road, Suite 300
Austin, Texas 78746

PROJECT DESCRIPTION

EXECUTIVE SUMMARY

Tract 1

A new, 330,000-square-foot (SF), five-story (plus mechanical penthouse), freestanding, 143-bed acute care Scott & White Hospital at College Station and a 10,000-square-foot (SF) Central Utility Plant (CUP) is planned at the Southeast intersection of Rock Prairie and Highway 6. The proposed Hospital tract (Tract 1) will encompass approximately 38.9-acres of the 97.9-acre site.

A separate 150,000-square-foot (SF), five-story, Clinic building is planned to be constructed adjacent to the Hospital. The future Clinic will connect to the Hospital northwest corner of the first level only.

The facility will have five use-categorized entries to the facility including a main entrance for visitors, a staff entry, a delivery entrance, an ambulance Emergency Department (ED) entrance and a walk-in ED entrance. There will be a circulation drive around the Hospital and clinic that will provide access from these primary entry points. Much of the required parking, 880 spaces (two per bed and four per 1,000 SF of clinic) will be inside of the circulation drive with minimal crossing of driveways.

The Hospital will be designed to accommodate expansion at a later date; a one-story expansion at the east side; a two-story expansion at the south side; and a three-story addition at the west end. In addition, a future clinic and/or medical office building is proposed for up to five stories east of the clinic. This future square footage will be approximately 350,000 square feet.

The bed units will be provide for: Intensive Care (ICU) providing continuous observation of high acuity patients; Neonatal Intensive Care (NICU) providing that same level of care for infants; Post Partum Unit; Intermediate Care Unit (IMCU); and Medical/Surgical (M/S) Unit. Patient rooms will be private and there will be a minimum of one isolation room per unit and two for every 24 beds in M/S.

The Hospital will contain required ancillary and support departments. The ED will contain exam rooms and treatment bays. Imaging will contain treatment modalities required for an acute care facility, including general radiology, CT and MRI. Space is allocated in the Hospital for a PET scanner. At opening this modality will be provided with a mobile unit. Along with eight operating rooms in the Surgical Department there will be cardiac catheterization labs, endoscopic procedure rooms and a procedure center for EEG's and EKG's. Laboratory and pharmacy space will be provided to support patient needs.

The hospital will contain a full-service kitchen to support the patients, staff and visitors and a dining room. The design will include kitchen and support equipment. Administrative services and an Education/ Conference Center will also be included. The 10,000 SF CUP will be in a separate structure adjacent to the Hospital.

Exterior materials of the front elevation's 2-story base will include stone, brick and glass. The addition of architectural metal panels will complete the material pallet for the upper three floors. A strong vertical motif is developed with the stone pillars along 2 story lobby/waiting concourse. The stone pillars are 6 ft wide and occur along the concourse on 15 ft centers. The space between the pillars is recessed 18" and in-filled with glass curtain wall providing a regular pattern of articulation along the 2 story base. The extension of the Gift Shop, Entry Vestibule and Chapel outward along the concourse will provide additional articulation elements. On the upper three floors the windows will protrude outward from the building 3 ft continuing the articulation of the façade of the building.

The 30-foot horizontal module and the 16-foot floor-to-floor height allows for windows and door openings to work well with standard masonry dimensions at all levels. At the building base, the openings are recessed into the brick and stone. The 2-story lobby/waiting area will be the focal point for public interaction, with clinical patient areas designed to have animated features and varying heights working within the vertical and horizontal module.

Canopies will be simple horizontal elements with a metal panel fascia, serving as an icon that becomes recognizable at the public entries. This element will float over the length of the lobby area. Outdoor areas will include the healing garden and exterior waiting areas, featuring trellises to provide sun protection.

Tracts 2-7

These tracts will be available for future development and entitled by this PDD and will require approved revised Concept Plans prior to site plan approval or the issuance of permits for development of the property.

- Tracts 2-7 will need to provide proof of adequate public facilities, including sewer service, prior to approval of revised Concept Plans on those tracts.
- An additional Traffic Impact Analysis (TIA) will be required with Concept Plans for Tracts 2-7.
- Development resulting in the additional allocated trips, as described in the staff report, be limited to Tracts 6 or 7. No additional trips shall be generated by development on Tracts 2, 3, 4, or 5 without the development of a revised TIA and associated improvements on Rock Prairie Road.
- If the Spring Creek District Plan is completed prior to revised Concept Plans being approved for Tracts 2-7, those Concept Plans will need to be in compliance with the district plan.

CIVIL/ SITE

The development of this site will be subject to the rules and regulations established by the City of College Station except as amended here in this PDD; the Environmental Protection Agency (EPA); the Texas Commission on Environmental Quality (TCEQ); the Texas Department of Licensing and Regulation (TDLR); Rockford Energy, due to their lease rights of the existing oil well at the northeast corner of the site; Bryan Texas Utilities (BTU), College Station Electric (CS Electric) and Atmos Energy.

This project site is comprised of numerous existing tracts and an existing oil well within the site. The site has an existing road, Old Rock Prairie, which will be removed, and overhead electric lines running through the middle that will be relocated. It is covered with natural grass vegetation and has three buildings that will be demolished. No portion of the site is within existing Federal Emergency Management Agency (FEMA) floodplain.

The site topography falls from north to south with average slopes on the range of two percent to four percent. The soils and geotechnical site conditions have been described in a geotechnical report previously prepared. A revised geotechnical report and pavement recommendations will be prepared by Terracon who has been retained by the Owner.

Future neighbors include the residential subdivision to the north and undeveloped property to the east, neither of which currently have a direct connection to the proposed project.

Zoning

Current zoning will be changed to Planned Development District (PDD) utilizing a base zoning of C-1 (general commercial). The PDD zoning ordinance will be written to support variances to the base zoning of C-1 for a building height maximum of six stories, landscape, signage, lighting, thoroughfare plan and parking.

Thoroughfare Plan and Access

Access to the site will be provided from two existing roads, Rock Prairie Road and the northbound Highway 6 frontage road, as well as four proposed roads as required by the City's Thoroughfare Plan: Medical Avenue, Scott & White Drive, Healing Way, and Lakeway Drive as this site is within part of the City's Thoroughfare Plan.

Parking

Parking for the new development will be provided on surface parking lots. The main circulation drives will be heavy duty concrete or asphalt pavement and the parking areas will be light duty concrete or asphalt pavement. Driveways from public streets, loading areas, ambulance drives, service courts and paved areas under canopies will be concrete or asphalt pavement. At the time of site plan, all drives

are designed to the satisfaction of the Fire Department and meet minimum sight distance requirements.

Stormwater

Stormwater runoff from these developed portions of the site will be collected in roof drains, area inlets and curb inlets. The captured stormwater will be conveyed in below-grade storm sewer conduit to an earth-wall wet pond providing both detention and water quality. Detention is required in the City and providing water quality will be an added benefit to the environment. The wet pond will also serve as a source of landscape irrigation water thus ensuring re-use of the stormwater at least once.

Wastewater Service

Wastewater will be collected from the site through a system of gravity lines leading to a lift station, which will pump to an existing on-site manhole. The City has verified limited existing capacity for wastewater service to this site. The City is currently undertaking wastewater studies to master plan wastewater service for the entire system in this region.

Water Service

Initial meetings with City engineers have dictated the design of the water system, which is sized to serve the site with a looping water line around both the Hospital and Clinic. Proper placement of fire hydrants will meet the fire protection requirements necessary for this project. The fire lanes of at least 23 feet (face of curb) in width and parking lot radii of 25 feet will be provided to give adequate access to the new facilities. AS this site is part of a City Water Master Plan an 18 inch waterline will be installed along the Highway 6 frontage Road.

Electric Service

Routed across the site is Old Rock Prairie and overhead electric lines. The existing road will be abandoned but the overhead electric lines will be relocated. Both CS Electric and BTU have lines that must be relocated to the frontage road of Highway 6.

Natural Gas Service

This site is served by Atmos Energy. A new service line will be extended to the site along the frontage road of Highway 6. From this service line, a feed will be extended to serve the Hospital and clinic and a feed will be extended to the CUP.

Telecommunications Service

This site is served by Suddenlink and all components to serve this site will be installed to their standards.

LANDSCAPE

The design focus for the project will be to provide landscaped entries, landscape areas defining parking areas, and islands within the parking lots with shade trees and lining pedestrian isles. In addition, irrigation may be provided through the collection of rainwater harvesting and air conditioning condensation collection and distributed in best management practices for irrigation system to reduce water costs.

Project design elements include planting a Texas vernacular landscape utilizing native and adaptive native plant material, the use of indigenous hardscape materials, such as Austin Stone and decomposed granite. Other hardscape materials will be proposed, such as concrete or concrete pavers, cast stone planters of various sizes to display seasonal color, water features (either self contained pumping system or pool design), and tree grates for planting trees in pavement. These materials will create shaded walkways, benches for the exterior of the building, arbors in the courtyards and moveable tables and chairs to provide seating for the courtyard spaces.

At least two proposed courtyard spaces located adjacent to the proposed Hospital building are being planned at easily accessible locations for patients, their families and staff. The courtyards will be designed to address the needs of this special user group and pedestrian flow patterns. The main areas of this design focus include a healing garden and outdoor waiting plazas.

WAYFINDING

A complete wayfinding package will be developed to meet Scott & White standards.

Exterior sign types include, but not limited to, an illuminated entry monument, secondary monument, primary hospital building mounted identification, building top identification logo, emergency identification on building, vehicular and pedestrian directional signage, and parking lot identification.

Interior sign types include, but not limited to, information kiosk, mission statement, building directory host, directionals, room identification, room numbers, restroom identification, interpretative services sign, elevator fire evacuation and stair identification.

DEVELOPMENT STANDARDS

The development of this site will be subject to the rules and regulations established by the City of College Station for the C-1 Base Zoning except as amended here:

Article 5. District Purpose Statements and Supplemental Standards

5.3 Non-Residential Zoning Districts

B. General Commercial (C-1)

This district is designed to provide locations for general commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

5.4 Non-Residential Dimensional Standards

The following table establishes dimensional standards that shall be applied within the Non-Residential Zoning Districts, unless otherwise Identified in this UDO:

Non-Residential Zoning Districts	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Min. Lot Area	None	None	None	None	None	None	None
Min. Lot Width	N/A	24'	24'	24'	24'	24'	24'
Min. Lot Depth	N/A	100'	100'	100'	100'	100'	100'
Min. Front Setback	50'	35'	35'	35'	24'	35'	35'
Min. Side Setback	50'	15'	15'	(A)(B)	(A)(B)	(A)(B)	(A)(B)
Min. St. Side Setback	25'	25'	25'	15'	15'	15'	15'
Min. Rear Setback	25'	25'	25'	15'	15'	15'	15'
Max. Height	6 Stories (96 feet)	2 Stories (30 feet)	2 Stories (30 feet)	4 Stories (50 feet) (D)	2 Stories (C)	4 Stories (50 feet)	4 Stories (50 feet)

Notes:

(A) A minimum side setback of 7.5 feet shall be required for each building or group of contiguous buildings.

(B) Lot line construction on interior lots with no side yard or setback is allowed only where the building is covered by fire protection on the site or separated by a dedicated public right-of-way or easement of at least 15 feet in width.

(C) See Section 7.1.H, Height. (below)

(D) Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to Tract 1 shall be allowed to be up to 4 stories.

5.5 Planned Districts (P-MUD and PDD)

A. The Planned Mixed-Use District (P-MUD) and the Planned Development District (PDD) are intended to provide such flexibility and performance criteria which produce:

1. A maximum choice in the type of environment for working and living available to the public;
2. Open space and recreation areas;
3. A pattern of development which preserves trees, outstanding natural topography and geologic features, and prevents soil erosion;
4. A creative approach to the use of land and related physical development;
5. An efficient use of land resulting in smaller networks of utilities and streets, thereby lowering development costs;
6. An environment of stable character in harmony with surrounding development; and

7. A more desirable environment than would be possible through strict application of other sections or districts in this UDO.

C. Planned Development District (PDD)

The purpose of the Planned Development District is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. If this necessitates varying from certain standards, the proposed development should demonstrate community benefits.

The PDD is appropriate in areas where the land use plan reflects the specific commercial, residential, or mix of uses proposed in the PDD. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. While greater flexibility is given to allow special conditions or restrictions that would not otherwise allow the development to occur, procedures are established to insure against misuse of increased flexibility.

Article 6. Use Regulations

6.2 Types of Use

C. Use Table

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. Permitted Uses

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. Permitted Uses Subject to Specific Standards

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in Section 6.3, Specific Use Standards. Such uses are also subject to all other applicable regulations of this UDO.

3. Conditional Uses

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in Section 6.2, Specific Use Standards. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE	Non-Residential Districts						
	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
RESIDENTIAL							
Boarding & Rooming House							
Extended Care Facility / Convalescent / Nursing Home	P	P	P	P	P	P	P
Dormitory							
Duplex							
Fraternity / Sorority							
Manufactured Home							
Multi-Family							
Multi-Family built prior to January 2002							
Single-Family Detached							
Townhouse							
PUBLIC, CIVIC AND INSTITUTIONAL							
Educational Facility, College & University	P	P	P	P	P	P	P
Educational Facility, Indoor Instruction	P	P	P	P	P	P	P

Educational Facility, Outdoor Instruction	P					P	
Educational Facility, Primary & Secondary		P	P	P	P	P	P
Educational Facility, Tutoring				P	P	P	P
Educational Facility, Vocational / Trade	P			P	P	P	P
Governmental Facilities		P	P	P	P	P	P
Health Care, Hospitals	P					P	
Health Care, Medical Clinics	P	P	P	P	P	P	P
Parks		P	P	P	P	P	P
Places of Worship		P	P	P	P	P	P
COMMERCIAL, OFFICE AND RETAIL							
Agricultural Use, Barn or Stable for Private Stock							
Agricultural Use, Farm or Pasturage							
Agricultural Use, Farm Product Processing							
Animal Care Facility, Indoor		P	P	P	P	P	P
Animal Care Facility, Outdoor							
Art Studio / Gallery		P	P	P	P	P	P
Car Wash						p*	p*
Commercial Garden / Greenhouse / Landscape Maint.						p*	p*
Commercial Amusements		C	C			p*	p*
Conference / Convention Center						P	
Country Club						P	
Day Care, Commercial		P	P	P	P	P	P
Drive-in / thru window		p*#	p*+	p*+	p*	P	P
Dry Cleaners & Laundry		p*	p*	p*		P	P
Fraternal Lodge						P	
Fuel Sales						p*	p*
Funeral Homes							
Golf Course or Driving Range							
Health Club / Sports Facility, Indoor		p#	p+	p+		P	P
Health Club / Sports Facility, Outdoor						P	
Hotels						P	P
Night Club, Bar or Tavern						C	C
Offices	P	P	P	P	P	P	P
Parking as a Primary Use					C	P	
Personal Service Shop		P	P	P	P	P	P
Printing / Copy Shop		P	P	P	P	P	P
Radio / TV Station / Studios				P	P	P	P
Restaurants		P	P			P	P
Retail Sales - Single						P	P

Tenant over 50,000 SF							
Retail Sales and Service		p*	p*	p*		p*	p*
Retail Sales and Service – Alcohol		p*	p*	p*		p*	p*
Sexually Oriented Business (SOB)							
Shooting Range, Indoor							
Theater						P	P
Retail Sales, Manufactured Homes							
Storage, Self Service						P	
Vehicular Sales, Rental, Repair and Service						p*	
Wholesales / Services							
Bulk Storage Tanks / Cold Storage Plant							
Industrial, Light							
Industrial, Heavy							
Recycling Facility – Large							
Salvage Yard							
Scientific Testing / Research Laboratory	P	P	P	P	P	P	P
Storage, Outdoor - Equipment or Materials							
Truck Stop / Freight or Trucking Terminal							
Utility		p*	p*	p*	p*	p*	p*
Warehousing / Distribution							
Waste Services							
Wireless Telecommunication Facilities – Intermediate	p*	p*	p*	p*	p*	p*	p*
Wireless Telecommunication Facilities – Major				C	C	C	C
Wireless Telecommunication Facilities – Unregulated		P	P	P	P	P	P

¹ Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

** District with Supplemental Standards (Refer to Article 5).

+ Drive-in / thru windows shall be limited to not include restaurants and Health clubs are limited to 20,000 s.f.

Health clubs are limited to 20,000 s.f. and Drive-in / thru windows shall be limited to only the area identified as C-1 Zoning.

6.4 Accessory Uses

A. Accessory Uses

Accessory uses are allowed with permitted, established primary structures and uses subject to the following:

1. The use or structure is subordinate to and serves a primary use or principal structure;
2. The accessory use shall be subordinate in area, extent, and purpose to the primary use served;
3. The accessory use shall contribute to the comfort, convenience, or necessity of occupants of the primary use served;
4. The accessory use shall be located within the same zoning district as the primary use is permitted; and

5. Accessory uses located in residential districts shall not be used for commercial purposes other than permitted home occupations.

B. Accessory Structures

1. No accessory structure shall be erected in any required setback area. Excluded from this requirement is any portable storage building or structure if the Building Official has determined that it does not require a Building Permit.
2. On lots with approved rear access all setbacks shall be measured from the nearest boundary of the access easement or alley. On all other lots rear setbacks shall be measured from the rear property line. In no event shall more than 30 percent of the rear yard area (that portion of the yard between the rear setback line of the principal structure and the rear property line) be covered with accessory buildings, structures, or uses.
3. The following restrictions shall apply to accessory buildings, structures, or uses other than garages, carports, and living quarters for family or servants:
 - a. A minimum rear setback of 15 feet; and,
 - b. A maximum building eave height of eight feet (8').

Article 7. General Development Standards

7.1 General Provisions

D. Required Yards (Setbacks)

3. Features Allowed Within Required Yards

The following features may be located within a required yard but may be subject to additional regulations applied herein:

- o. Signage as indicated on the Proposed Signage Plan Exhibit.

H. Height

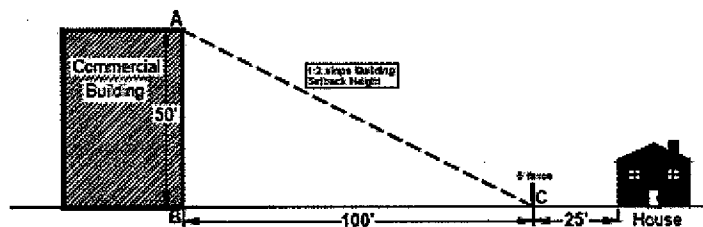
1. Building Height

Building height refers to the vertical distance measured from the finished grade, or the base flood elevation where applicable, and the following points:

- a. The average height level between the eaves and ridge line of a gable, hip, or gambrel roof;
- b. The highest point of a mansard roof; or
- c. The highest point of the coping of a flat roof.

2. Single Family Protection

- a. With the exception of Tract 1, no multi-family or nonresidential structure shall be located nearer to any property line adjacent to or across the street from a single-family use or townhouse development than a horizontal distance (B to C) of twice the vertical distance (height, A to B) of the structure as illustrated in the graphic below.



- b. No additional multi-family or non-residential structures shall penetrate an imaginary line, illustrated by the inclined plane in the graphic above, connecting points A and C.
- c. Calculation of the height limits shall be to the highest point of the structure. Equipment such as satellite dishes and heating and air conditioning units may be installed on top of buildings provided that they are screened from horizontal view and included in the height limitations.
- d. Unless otherwise stated in this PDD, the height limitations herein shall not apply to any of the following:

- 1) Utility structures such as elevated water storage tanks and electrical transmission lines;
- 2) Architectural elements such as flagpoles, belfries, cupolas, spires, domes, monuments, chimneys, bulkheads, elevators, or chimney flues; or any other similar structure extending above the roof of any building where such structure does not occupy more than 33 percent of the area of the roof; or
- 3) Residential radio/television receiving antennas.

3. Maximum Building Heights

- a. Tract 1: 6 stories (96 feet)
- b. Tract 2: 2 stories (30 feet)
- c. Tract 3: 2 stories (30 feet)
- d. Tract 4: 4 stories (50 feet); Buildings located on Tract 4 shall be limited to a maximum of 2 stories from Rock Prairie Road to a depth of 400 feet. Beyond the 400 feet heights may rise to 3 stories and buildings adjacent to tract 1 shall be allowed to be up to 4 stories.
- e. Tract 5: per UDO A-P zoning requirements.
- f. Tract 6: 4 stories (50 feet)
- g. Tract 7: 4 stories (50 feet)

7.2 Off-Street Parking Standards

B. Off-Street Parking Spaces Required

2. Where off-street parking facilities are provided in excess of the minimum amounts specified by this Section, or when off-street parking facilities are provided but not required, said off-street parking facilities shall comply with the minimum requirements for parking and maneuvering space as specified in this Section.

C. Dimensions and Access

This Section applies to any development or redevelopment of uses other than single-family residential, duplexes, or townhouses unless otherwise noted.

1. Each off-street parking space for automobiles shall have an area of not less than nine by eighteen feet six inches (9' x 18'-6") and each stall shall be striped. This standard shall apply for off-street parking for all uses.
2. An 18-foot paved space (90 degree only) may be utilized where the space abuts a landscaped island with a minimum depth of four feet (4'). An 18-foot space may also be used when adjacent to a sidewalk provided that the minimum width of the sidewalk is six feet.
5. All parking spaces, aisles, and modules shall meet the minimum requirements, as shown in the following table. All dimensions are measured from wall to wall, or stripe to stripe.

PARKING SPACE AND AISLE DIMENSIONS

	A	B	C	D		E	F	
	Angle (degrees)	Width of stall	Depth of stall 90° to aisle	Width of aisle		Width of stall parallel to aisle	Module width	
				One way	Two way		One way	Two way
All Tracts	90	9 feet	18.5 feet	23.0 feet	23.0 feet	9.0 feet	60	60

E. Interior Islands

1. All interior islands shall be evenly distributed throughout the interior of the parking area.
2. For every fifteen (15) interior parking spaces, 180 square feet of landscaping must be provided somewhere in the interior rows of the parking lot. Interior island areas may be grouped and configured as desired provided that circulation aisles remain clear and the minimum island area is not less than 180 square feet. Interior islands may have sidewalks through them.

I. Number of Off-Street Parking Spaces Required

8. When the developer of a large-scale development can demonstrate that such development will require fewer parking spaces than required by the standards of this Section, the Administrator may permit a reduction in the number of required parking spaces for the

development. Such a reduction in parking spaces shall be justified through the development of a parking study prepared by a professional engineer or transportation planner and submitted to the Administrator. The balance of the land necessary to meet these requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand;

MINIMUM OFF-STREET PARKING REQUIREMENTS

Use	Unit	Spaces/ Unit	Plus Spaces For:
Day Care Center	250 s.f.	.8	
Hospital	As determined by the Administrator	2/Bed	
Medical or Dental Clinic < 20,000 s.f.	200 s.f.	.8	
Office Building	250 s.f.	.875	

"s.f." = square footage.

* All unpaved spaces shall be shown on site plan and organized for efficient traffic circulation using wheel stops and other appropriate measures as required by the Administrator.

** No more than 25% of any shopping center square footage shall be utilized for intense uses (uses that, individually, have a parking requirement greater than 1:250 in C-1 or C-3 and 1:350 in C-2) unless additional parking is provided in accordance with the above requirements for that square footage of such uses in excess of 25%.

***Any allowed uses not listed above shall refer to the City's UDO for parking requirements and may be reduced by 20%.

K. Alternative Parking Plans

2. Applicability

Applicants who wish to provide fewer or more off-street parking spaces than allowed above shall be required to secure approval of an Alternative Parking Plan, in accordance with the standards of this Section. The Administrator may require that an Alternative Parking Plan be submitted in cases where the Administrator deems the listed standard to be inappropriate based on the unique nature of the use or in cases where the applicable standard is unclear.

7.3 Access Management and Circulation

C. Driveway Access Location and Design

2. Location of Driveway Access

Driveway locations shall be as shown on the PDD Concept Site Plan for Tract 1 & 4.

7. Geometric Design of Driveway Access

e. The maximum width of commercial driveway approaches for two-way operation shall not exceed thirty-six feet (36') of pavement, except that the Administrator may issue permits for driveway approaches greater than thirty-six feet (36') in width on major streets to handle special traffic conditions. The minimum width of commercial and multi-family driveway approaches for two-way operation shall be not less than twenty-four feet (24') of pavement.

7.4 Signs

C. Summary of Permitted Signs

The following signs are permitted in the relevant zoning districts of the City:

	Tract 1	Tract 2	Tract 3	Tract 4	Tract 5	Tract 6	Tract 7
Apartment/Condominium/ Manufactured Home Park Identification Signs							
Area Identification/ Subdivision Signs	X	X	X	X	X	X	X
Attached Signs	X	X	X	X	X	X	X
Commercial Banners		X	X	X	X	X	X
Development Signs	X	X	X	X	X	X	X
Directional Traffic Control Signs	X	X	X	X	X	X	X
Freestanding Signs	X	X	X			X	X
Home Occupation Signs							
Low Profile Signs	X	X	X	X	X	X	X
Non-Commercial Signs		X	X	X	X	X	X
Real Estate, Finance, and Construction Signs	X	X	X	X	X	X	X
Roof Signs	X					X	X

D. Prohibited Signs

The following signs shall be prohibited in the City of College Station:

3. Inflated signs, pennants, tethered balloons, and/or any gas filled objects for advertisement, decoration, or otherwise, except as permitted in Section 7.4.P, Grand Opening Signs and Section 7.4.U, Special Event Signs.

5. Excluding the flags of any country, state, city, or school, are prohibited in residential zones and on any residentially-developed property (except when flags are used as subdivision signs).

F. Sign Standards

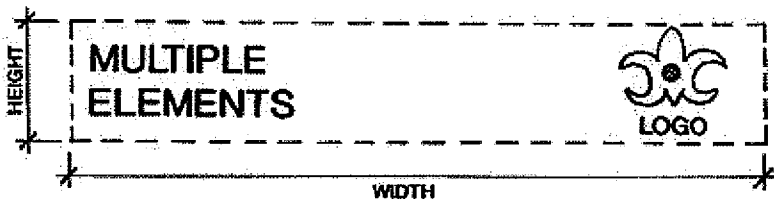
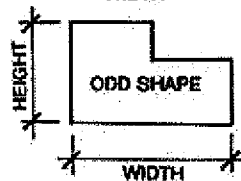
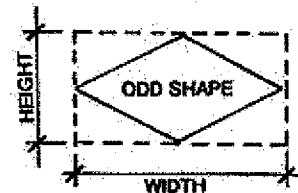
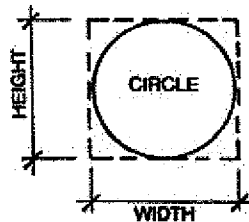
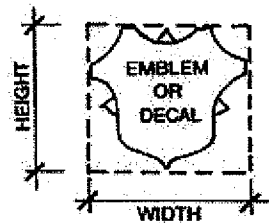
The following table summarizes the sign standards for the City of College Station:

Sign Type	Maximum Area (s.f.)*		Maximum Height (ft.)		Setback From ROW (ft.)		Number Allowed	
	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7	Tract 1	Tracts 2-7
Area Identification Signs	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	16 feet.	As per Preliminary Site Sign Locations Plan	per UDO	As per Preliminary Site Sign Locations Plan	per UDO
Attached Signs								
Development Signs								
Residential /Collector Street								
Arterial Street								
Freeway (As designated on Thoroughfare Plan)								
Directional Traffic Control Signs								
Freestanding Signs								

Low Profile Signs (In lieu of permitted Freestanding Sign)								
Real Estate, Finance, and Construction Signs								
Up to 150-foot frontage								
Greater than 150-foot frontage								
Roof Signs								

* Except as provided for in Section 7.4.N.10, Freestanding Commercial Signs.

** The area of a sign is the area enclosed by the minimum imaginary rectangle or vertical and horizontal lines that fully contains all extremities (as shown in the illustration below), exclusive of supports.



G. Area Identification and Subdivision Signs

1. Area Identification Signs shall be permitted upon private property in any zone to identify multiple-lot subdivisions of 10 to 50 acres in size and subject to the requirements set forth in Section 7.4.F, Sign Standards above. Area Identification Signs may also be used within a large subdivision to identify distinct areas within that subdivision, subject to the requirements in Section 7.4.F, Sign Standards above.

3. Both Area Identification and Subdivision Signs must be located on the premises as identified by a preliminary or master preliminary plat of the subdivision. Subdivision Signs will be permitted only at major intersections on the perimeter of the subdivision (intersection of two collector or larger streets). At each intersection either one or two Subdivision Signs may be permitted so long as the total area of the signs does not exceed 150 square feet. Flags may be utilized in place of a Subdivision Identification Sign, but the overall height shall not exceed 20 feet and 25 square feet in area in a residential zone and 35 feet in height and 100 square feet in area in industrial or commercial districts.

L. Directional Traffic Control Sign

1. Directional Traffic Control Signs may be utilized as traffic control devices in off-street parking areas subject to the requirements set forth in Section 7.4.F, Sign Standards above.
2. For multiple lots sharing an access easement to public right-of-way, there shall be only one directional sign located at the curb cut.
3. Logo or copy shall be less than 50% of the sign area.
4. No Directional Traffic Control Sign shall be permitted within or upon the right-of-way of any public street unless its construction, design, and location have been approved by the City Traffic Engineer.

M. Flags

1. One freestanding corporate flag per premise, not to exceed 35 feet in height or 100 square feet in area, is allowed in multi-family, commercial, and industrial districts.
2. Flags used solely for decoration and not containing any copy or logo and located only in multi-family, commercial, and industrial districts or developments are allowed without a permit. In multi-family developments, such flags will be restricted to 16 square feet in area. In all permitted zoning districts such flags will be restricted to 30 feet in height, and the number shall be restricted to no more than 6 flags per building plot.

N. Freestanding Commercial Signs

1. Any development with over 75 linear feet of frontage will be allowed one Freestanding Commercial Sign. All Freestanding Commercial Signs shall meet the following standards:

a. Allowable Area

Allowable Area For Freestanding Signs		
Frontage (Feet)	Maximum Area (s.f.)	
	Tract 1	Tracts 2-5
0-75	As per Conceptual Site Sign Location Plan	Per UDO
76-100		
101-150		
151-200		
201-250		
251-300		
301-350		
351-400		
401-450		
451-500		
501-550		
551-600+		

d. Allowable Height

- 1) The allowable height of a Freestanding Commercial Sign is determined by measuring the distance from the closest point of the sign to the curb or pavement edge and dividing this distance by two. No Freestanding Commercial Sign shall exceed 35 feet in height.
- 2) For the purposes of this Section, height of a sign shall be measured from the elevation of the curb or pavement edge.

3) For the purposes of this Section, the distance from curb shall be measured in feet from the back of curb or pavement edge to the nearest part of the sign.

5. A premise with more than 150 feet of frontage shall be allowed to use one Freestanding Commercial Sign or any number of Low Profile Signs as long as there is a minimum separation between signs of 150 feet. In lieu of one Low Profile Sign every 150 feet, hospital uses may have one low profile sign located at each driveway.

7. No more than one Freestanding Commercial Sign shall be allowed on any premises except when the site meets one of the following sets of criteria:

- a. The building plot, as recognized on an approved Plat or Site Plan, must be 25 acres or more in area with at least 1,000 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) toward which one additional Freestanding Commercial Sign may be displayed (see diagram below); or
- b. The Building plot, as recognized on an approved Plat or Site Plan, must be 15 acres or more in area with at least 600 feet of continuous unsubdivided frontage on any major arterial street or higher (as classified on the Thoroughfare Plan) and the site must have additional frontage on a street classified as a minor arterial or greater on the Thoroughfare Plan, toward which the additional Freestanding Commercial Sign may be displayed.

T. Roof Signs

1. Signs mounted to the structural roof shall be regulated as Freestanding Commercial Signs.

7.5 Landscaping and Tree Protection

C. Landscaping Requirements

1. The landscaping requirements shall be determined on a point basis as follows:

- a. Minimum Landscape Points required: 30 points per 1,000 square feet of site area;
 - 1) Tract 1 requires 50,874 points $[(1,695,791/1000 * 30)]$
 - 2) Tracts 2-7 per UDO6 has no required landscaping

6. All new plantings must be irrigated. An irrigation system shall be designed so that it does not negatively impact existing trees and natural areas. Soaker hose and drip irrigation system designs shall be permitted.

D. Streetscape Requirements

1. The streetscaping requirements shall be determined along all major arterials, freeways, and expressways as follows:

- a. Within 50 feet of the property line along the street, one canopy tree for every 25 linear feet of frontage shall be installed. Two non-canopy trees may be substituted for each one canopy tree;

1) Tract 1:

Rock Prairie frontage requires 4 canopy trees (102 l.f./25)

2) Tracts 2-7:

Per UDO

- b. Canopy and non-canopy trees must be selected from the College Station Streetscape Plant List and may be grouped as desired; and

c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

2. The streetscaping requirements shall be determined along all other roadways by the following:

- a. Within 50 feet of the property line along the street, one canopy tree for every 32 feet of frontage shall be installed. Two non-canopy trees may be substituted for one canopy tree;

1) Tract 1:

Medical Avenue frontage requires 25 canopy trees (799 l.f./32)

Scott & White Drive frontage requires 27 canopy trees (867 l.f. /32)

Lakeway Drive frontage requires 26 canopy trees (828 l.f./32)
Healing Way frontage requires 29 canopy trees (914 l.f./32)

2) Tracts 2-7:
Per UDO

- b. Canopy and non-canopy trees must be selected from the Administrator's Streetscape Plant List and may be grouped as desired; and
- c. One existing tree (minimum four-inch caliper) may be substituted for a new tree. Existing trees must be of acceptable health, as determined by the Administrator.

3. Three hundred additional landscape points shall be required for every 50 linear feet of frontage on a right-of-way. Driveway openings, visibility triangles, and other traffic control areas may be subtracted from total frontage. The additional landscape points can be dispersed throughout the site.

- a. Tract 1 requires an additional 21,060 points $[(3,510 \text{ l.f./50}) * 300]$
- b. Tracts 2-7 per UDO

7.9 Non-Residential Architectural Standards

B. Standards for All Non-Residential Structures

The following table summarizes the Non-Residential Architectural Standards for the City of College Station:

3. Building Materials

5) Stainless steel, chrome, standing seam metal and premium grade architectural metal may be used as an architectural accent and shall not cover greater than thirty percent (30%) of any façade for Tract 1 and 15% for Tracts 2-7. For Tracts all of 2-3 & 5, and within 400 feet of Rock Prairie Road of tract 4 the building architecture, styles and façades of the structures will be similar to and consist of similar materials as those present in the subdivisions across Rock Prairie Road (Stonebrook, etc), The pitch will be a minimum of 4:12, or as approved by the City's design review board.

D. Additional Standards for 20,000 S.F. or Greater

In addition to the standards set out in Section 7.9.B, the following shall apply to any single building or combinations of buildings of 20,000 gross square feet in area, whether connected or not, but determined to be a single building plot.

E. Additional Standards for 50,000 S.F. or Greater

In addition to the standards set out in this Section 7.9.B and 7.9.D, the following shall apply to any single building or combinations of buildings of 50,000 gross square feet in area or greater, whether connected or not, but determined to be a single building plot.

3. Landscaping

These requirements are in addition to and not in lieu of the requirements established in Section 7.5 Landscaping and Tree Protection.

- a. The minimum required landscape points for a site shall be double (2 x minimum landscape points) of that required for developments of less than 50,000 gross square feet in area. The minimum allowable tree size is two inch (2") caliper. Streetscape point requirements remain the same and shall count toward the landscape point requirement.
 - 1) Tract 1 requires a total 122,808 points $(50,874*2 + 21,060)$
 - 2) Tracts 2-7 per UDO
- b. Trees are required along fifteen percent (15%) of the linear front of any façade facing a public right-of-way and shall include a minimum of one (1) canopy tree for every required six feet (6') in length. Non-canopy trees may be substituted in the tree wells provided that the number required shall be doubled. This landscaping shall count toward the overall landscape requirement.

Trees may be at grade or may be raised a maximum of thirty inches (30") in height, so long as the soil is continuous with the soil at grade. If the trees are located within interior

parking islands, then the islands shall not count toward the required interior parking islands as described in Section 7.2.E Interior Islands.

F. Additional Standards for 150,000 S.F. or Greater

In addition to the standards set out in Sections 7.9.B, 7.9.D, and 7.9.E, the following shall apply to any single building or combinations of buildings of 150,000 gross square feet in area or greater, whether connected or not but determined to be a single building plot.

3. The minimum allowable tree size is two and one half inches (2.5") caliper.

4. All parking areas must be screened from the public right-of-way using berms without exception for parking areas within 100 feet of the public right of way. Parking areas beyond 100 feet from the public right of way may choose to not provide berms so long as the area between the right of way and parking is open space area.

7.10 Outdoor Lighting Standards

It is recognized that no design can eliminate all ambient light from being reflected or otherwise being visible from any given development; however, the following requirements shall be followed to the fullest extent possible in order to limit nuisances associated with lighting and resulting glare.

All lighting within each Tract shall meet the requirements of this Section.

A. Site Lighting Design Requirements

1. Fixture (luminaire)

The light source shall not project below an opaque housing. No fixture shall directly project light horizontally.

2. Light Source (lamp)

Only incandescent, florescent, metal halide, mercury vapor, or color corrected high pressure sodium may be used. The same type must be used for the same or similar types of lighting on any one site throughout any master-planned development.

3. Mounting

Fixtures shall be mounted in such a manner that the projected cone of light does not cross any property line.

a. Tracts 2 thru 5 shall be limited to a maximum mounting height of 12 feet.

b. Tracts 1, 6 & 7 shall be limited to a maximum mounting height of 30 feet.

B. Specific Lighting Requirements

1. Façade and flagpole lighting must be directed only toward the façade or flag and shall not interfere with the night-visibility on nearby thoroughfares or shine directly at any adjacent residential use.

2. All lighting fixtures incorporated into non-enclosed structures (i.e., gas pump canopies, car washes, etc.) shall be fully recessed into the underside of such structures.

7.12 Traffic Impact Analyses

A TIA has been submitted for the Proposed PDD Concept Plan, and was prepared according to the methodology approved by the City.

Article 8. Subdivision Design and Improvements

8.2 General Requirements and Minimum Standards of Design

A. Urban Standards

17. Drainage

All drainage shall be designed and constructed in accordance with the *Bryan/College Station Unified Design Guidelines* and the *Bryan/College Station Unified Technical Specifications, Chapter 13 Flood Hazard Protection Ordinance* and all applicable state and federal requirements.

Even though the City of College Station does not have a water quality requirement, we will still be providing water quality via a Wet Pond. This best management practice (BMP) will treat the entire site of Tract 1 for water quality and provide approximately 93% total suspended solids (TSS) removal efficiency. In addition to providing water quality the pond will also detain the 2, 10, 25, and 100 year storm events. The pond will also serve as an aesthetic landscape feature, and serve as the main focal point as you enter the site.

Site Design Minimum Standards for Commercial and Multi-Family Projects

Sign Standards

Sign Visibility

As per Preliminary Site Sign Locations Plan for Tract 1.

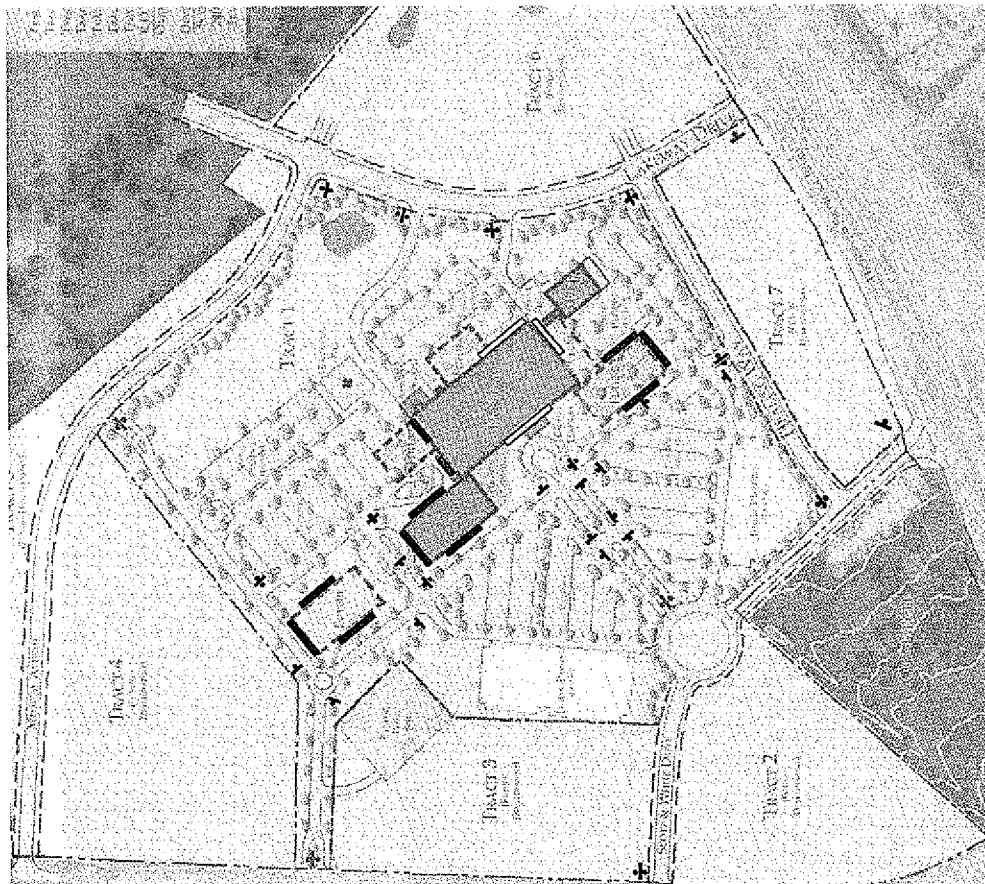
Bryan/College Station Unified Design Guidelines, 2009, Streets and Alleys

Table V

- Minor Collectors (Scott & White Drive, Medical Avenue, Healing Way) Right-of-Way width shall be 60 feet.
- Major Collector (Lakeway Drive) Right-of-Way width shall be 80 feet.

Site Plan: NTS

Note: Building footprint and sign locations shown are preliminary



Sign Type	Size	Qty.	Square Ft. per location
Primary Identification	16'h x 10'w	3	160 sq. ft. ea.
Secondary Identification	9'-9"h x 6'-6" w	4	63 sq. ft. ea.
Tertiary Identification	9'-3"h x 4'-3" w	1	40 sq. ft. ea.
Vehicular Directional	5'-3"h x 4'-9" w	4	25 sq. ft. ea.
Hospital Building Identification Logo and Name	4'-0"h x 48' Letters & 10' x 10' logo	3	600 sq. ft. ea.
Hospital Building Logo	10' x 10' logo	1	100 sq. ft. ea.
Hospital Emergency Identification	1'-6"h x 20' letters	1	30 sq. ft. ea.
Clinic & Future Building Identification	2'-0"h x 18' letters	6	36 sq. ft. ea.
Vehicular Directional (Less visible from Public Right of Way)	5'-3"h x 4'-9" w	17	25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

W 512 228 8443 E 512 228 6193
P 1100 W. 605 St., Austin, TX 78703
E: jacobus@jankedesign.com

Jankedesign

Prepared for: Jacobus

Issue: PDD Documentation
Date: Oct 11, 2010
Scale: NTS

Preliminary
11 Oct 2010

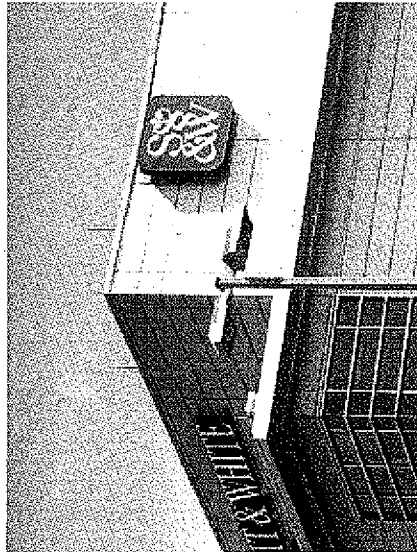
Preliminary Site Sign Locations

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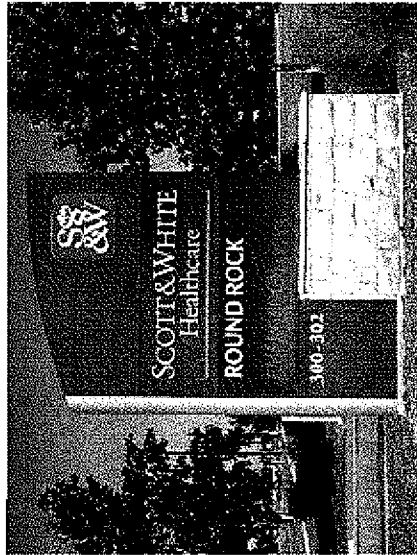
Signage Examples



Hospital Building Identification
4'-0" Cap. Ht. Letters - 162 sq. ft. (estimated)



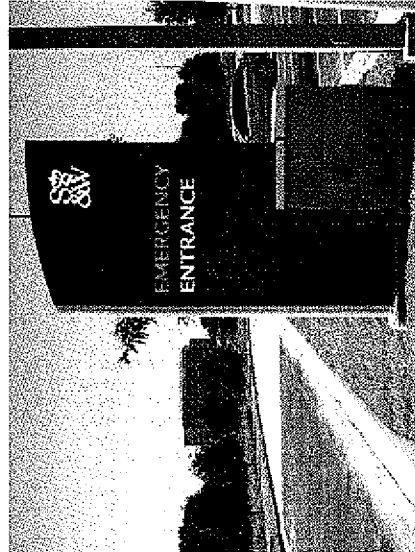
Hospital Building Logo
10' x 10' - 100 sq. ft. (estimated)



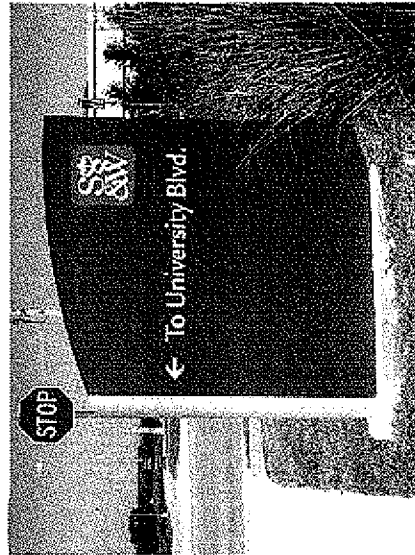
Primary Identification Sign
16 h x 10 w - 160 sq. ft.



Secondary Identification Sign
9'-8" h x 6'-6" w - 60 sq. ft.



Tertiary Identification Sign
9'-3" h x 4'-3" w - 40 sq. ft.



Vehicular Directional Sign
5'-3" h x 4'-9" w - 25 sq. ft.

Scott & White Hospital :: Central Texas
Environmental Graphics Program

Jankodesign
414.593.8345 • 612.299.0195
10000 S. Highway 170, Suite 100, Austin, TX 78738
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Notes:

1. Clinic Building Identification example not shown.
2. Wayfinding messages and project name to vary.

Issue: PRD Documentation

Date: Oct 11, 2010

Scale: N/A

Scott & White Signage
Examples

G | 2.0

Preliminary
11 OctY 2010



REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: New medical clinic building within BSW Hospital PDD

Address: 700 Scott and White Drive

Legal Description: Scott & White Healthcare Subdivision, Block 4, Lot 1 and Lot 2

Total Acreage: approximately 45 acres for two tracts of land

Applicant: WALTER P. MOORE AND ASSOCIATES

Property Owner: ROCK PRAIRIE DEVELOPMENT LTD

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The existing property is currently undeveloped adjacent to an existing hospital

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

This zone change is in accordance with the comprehensive plan

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current land is undeveloped and has utility connections available to serve a new building.

Explain the suitability of the property for uses permitted by the rezoning district requested.

Since the existing property is adjacent to an existing hospital and is zoned for healthcare development it is suitable for this use.

Explain the suitability of the property for uses permitted by the current zoning district.

Since the existing property is adjacent to an existing hospital and is zoned for healthcare development it is suitable for this use.

Explain the marketability of the property for uses permitted by the current zoning district.

Since this property is adjacent to an existing hospital the addition of a medical clinic building would be highly marketable.

List any other reasons to support this zone change.

N/A

Building Heights.

A proposed 100,000 square foot, 4-story Medical Office Building with rooftop penthouse <75' tall

Proposed Drainage.

Proposed drainage for the site will connect an existing 36"x96" box culvert.

Community Benefits.

The community will benefit from an added healthcare facility near an existing hospital.

Sustained Stability.

The surrounding area to this site is intended for healthcare facilities and given the availability of utilities and access this site will be sustainable.

Conformity.

This development is in keeping with the comprehensive plan that intends for this area to be used for healthcare facilities.

Compatibility with use.

Medical Clinic is currently one of the approved uses for this property under the existing PDD

Access to Streets.

The proposed development will access Scott and White Drive and Wellness Lane with new driveways

Public Improvements.

There are no additional public improvements required to support this development

Public Health.

The development of this project will only improve public health by providing a healthcare facility and is not anticipated to create any adverse impact to the adjacent properties

Safety.

Because proposed roadway access is within the bounds of the existing PDD and curb ramps will be installed at new driveway crossings there are no negative impacts to public safety anticipated with this project.

Architectural Design

Planned as a 100, 000 SF, 4-story Medical Office Building with rooftop penthouse, the program services will include an Ambulatory Surgery Center with 4 OR's, Sleep Center, Physical Therapy, Phlebotomy Lab, GI, Ophthalmology, Allergy, Rheumatology, Nephrology, Infectious Diseases, Endocrinology and Administration areas.

Because of the nature of the Clinical programs within the building, as well as the proximity to the Existing Hospital and Clinical Buildings, the Architecture intends to match the campus aesthetic in

material & scale and aims to follow the Baylor Scott White brand.

The Exterior Envelope includes brick veneer masonry systems with cast stone coping and parapets. This material speaks to the scale of both neighborhood and campus. There will be aluminum curtain wall systems and window systems with insulated glass to maximize daylight into the patient and visitor areas. It will include composite metal panel systems and louver screening systems at the penthouse, for longevity and easy campus maintenance. At ground level, slat wall fencing and vegetation around the service area will provide discretionary screening. At the outdoor outpatient therapy space, additional fencing, and vegetation will provide privacy to the patients.

There will be canopies at main entry points for patient comfort and protection from inclement weather. There are landscaped areas around the building for the purposes of viewing nature from inside as well as experiencing upon entering the building.

Oct 13, 2022, 12:25pm X:\M02\2022\220202-00 BSW College Station MOB 2\Civil2\Design\04-Exhibits\Concept Plan Exhibit\MO2-220202-00-CONCEPT PLAN EXHIBIT.dwg

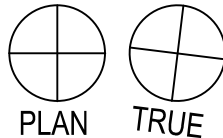
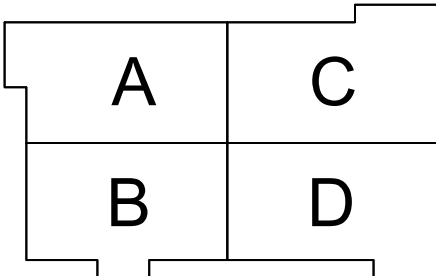


EYP, Inc.

201 West 5th St.
Suite 1100
Austin, TX 78701
512 808 1000 eypae.com



Walter P Moore and
Associates, Inc.
401 South 1st street, Suite 600
Austin, TX 78704
512.330.1270



KEY PLAN

#	Revision	Date

COLLEGE STATION MOB II



**BAYLOR SCOTT & WHITE
HEALTH**

700 Scott and White Drive
College Station, TX 77845
Total Site Area = 6.7 ACRES

SCHEMATIC DESIGN

INTERIM REVIEW ONLY

Document Incomplete: Not intended
for permit or construction.

Engineer: **DAVID S. LUNDBERG, P.E.**

P.E. Serial No.: **130058**

Date: **09-28-2022**

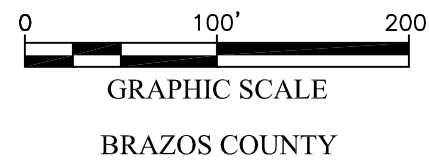
Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 1856

CONCEPTUAL SITE PLAN

DATE: **09/28/22**
SCALE:

DESIGNED BY: **PCC**
DRAWN BY: **MJ**
CHECKED BY: **DSL**

EYP PROJECT NUMBER : **6021180.01**



BRAZOS COUNTY



A000901, THOMAS
CARRUTHERS (ICL),
TRACT 30, 14.268 ACRES
ZONING: R RURAL
LAND USE - NEIGHBORHOOD COMMERCIAL

LOT 1
BLOCK 1
RIVIERA ADDITION
VOL. 6607, PG. 97
O.P.R.B.C.T.

ZONING: C-3 LIGHT
COMMERCIAL
LAND USE -
NEIGHBORHOOD
COMMERCIAL

ROCK PRAIRIE ROAD
(RIGHT-OF-WAY VARIES)

LOT 3, BLOCK 1
SCOTT & WHITE HEALTHCARE SUBDIVISION
VOL. 10179, PGS. 50
O.P.R.B.C.T.

SCOTT & WHITE HEALTHCARE
VOL. 9945, PG. 12
O.P.R.B.C.T.

10.86 ACRES

ZONING: PDD
LAND USE - MEDICAL

SCOTT & WHITE
HEALTHCARE, BLOCK 2
LOT 1
ZONING: PDD
LAND USE - MEDICAL

SCOTT & WHITE DRIVE
(80' R.O.W.)
VOL. 10179, PG. 50
O.P.R.B.C.T.

20' WIDE CITY OF COLLEGE STATION
UTILITY EASEMENT
VOL. 9904, PG. 207
O.P.R.B.C.T.X.

LOT 2, BLOCK 1
SCOTT & WHITE
HEALTHCARE SUBDIVISION
VOL. 10179, PG. 50
O.P.R.B.C.T.

SCOTT & WHITE HEALTHCARE
VOL. 9945, PG. 12
O.P.R.B.C.T.

7.82 ACRES

ZONING: PDD
LAND USE - MEDICAL

DRILL SITE AND ACCESS EASEMENT
VOL. 7095, PG. 66
D.R.B.G.T.X.

15' COMMON AREA
VOL. 10179, PG. 50

15' COMMON AREA
VOL. 10179, PG. 50

VISIBILITY EASEMENT
VOL. 10179, PG. 50
O.P.R.B.C.T.

VISIBILITY EASEMENT
VOL. 10179, PG. 50
O.P.R.B.C.T.

LOT 1, BLOCK 1
SCOTT & WHITE HEALTHCARE SUBDIVISION
VOL. 10179, PGS. 50
O.P.R.B.C.T.

SCOTT & WHITE HEALTHCARE
VOL. 9945, PG. 12
O.P.R.B.C.T.

37.12 ACRES

ZONING: PDD
LAND USE - MEDICAL

SCOTT & WHITE
HEALTHCARE, BLOCK 3
LOT 1
ZONING: PDD
LAND USE - MEDICAL

HEALING WAYS (80' R.O.W.)
VOL. 10179, PG. 50
O.P.R.B.C.T.

20' P.U.E. & P.A.E.
VOL. 10179, PG. 50
O.P.R.B.C.T.

MIDTOWN DRIVE
(80' R.O.W.)
VOL. 10179, PG. 50
O.P.R.B.C.T.

SCOTT & WHITE
HEALTHCARE, BLOCK 4
LOT 1R, ACRES 13.2
ZONING: PDD
LAND USE - MEDICAL

COMMON AREA
VOL. 10179, PG. 50
O.P.R.B.C.T.

MEDIC AL AVENUE
(80' R.O.W.)
VOL. 10179, PG. 50
O.P.R.B.C.T.

SCOTT & WHITE
HEALTHCARE, BLOCK 6
LOT 1
ZONING: PDD
LAND USE - MEDICAL

SCOTT & WHITE
HEALTHCARE, BLOCK 5
LOT 1
ZONING: PDD
LAND USE - MEDICAL

NOTE: THE PDD BASE ZONING DISTRICT
IS GC GENERAL COMMERCIAL. PLEASE
REFER TO ORIGINAL PDD ORDINANCE
NO. 2010-3300 FOR ALL MERITORIOUS
MODIFICATIONS.

LEGEND

- PARCEL LIMITS
- ADJOINER PROPERTY
- EASEMENTS
 - REBAR FOUND
 - REBAR SET W/SAM CAP
 - IRON PIN FOUND
 - RECORD INFORMATION
 - DEED RECORDS, BRAZOS COUNTY, TEXAS
 - OFFICIAL PUBLIC RECORDS, BRAZOS COUNTY, TEXAS
 - PUBLIC UTILITY EASEMENT
 - PUBLIC ACCESS EASEMENT
 - PRIVATE DRAINAGE EASEMENT
- D.R.B.C.T.X.
- O.P.R.B.C.T.X.
- P.U.E.
- P.A.E.
- PR.D.E.

OWNER:
SCOTT & WHITE HEALTHCARE
BAYLOW SCOTT & WHITE HEALTH
2401 SOUTH 31ST STREET
BRYAN, TEXAS 77803

CURVE TABLE					
CURVE NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD LENGTH
C1	013°15'23"	565.00'	130.72'	N10°10'37"E	130.43'
C2	009°13'08"	565.00'	90.91'	N08°09'29"E	90.81'
C3	004°02'16"	565.00'	39.82'	N14°47'11"E	39.81'
C4	014°10'45"	570.00'	141.06'	N43°44'10"E	140.70'
C5	028°39'13"	530.00'	265.05'	S36°29'55"W	262.30'
C6	090°00'54"	25.00'	39.28'	N67°10'18"E	35.36'
C7	053°08'44"	840.00'	779.15'	S85°35'57"W	751.52'
C8	092°42'18"	25.00'	40.45'	S74°37'27"E	36.18'
C9	013°32'31"	560.00'	132.36'	N35°02'44"W	132.05'
C10	090°15'11"	15.00'	23.63'	S03°17'50"W	21.26'
C11	054°46'27"	15.00'	14.34'	S75°47'38"W	13.80'
C12	157°42'13"	115.00'	316.53'	N24°19'21"E	225.66'
C13	071°19'25"	10.00'	12.45'	S18°51'47"E	11.66'

LINE TABLE		
NUMBER	DIRECTION	LENGTH
L1	S42°44'54"E	38.11'
L2	S47°15'06"W	55.00'
L3	S42°44'54"E	15.00'
L4	S47°15'06"W	40.00'
L5	N42°44'54"W	15.00'
L6	N77°13'58"W	44.41'
L7	N86°27'05"W	15.00'



4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
Ofc: 512.447.0575
Fax: 512.326.3029
email: info@sam.biz

Texas Firm Registration No. 10064300

PROJECT: WALTER P. MOORE
BSW COLLEGE STATION

JOB NUMBER: 68571
DATE: 10/05/2022
SCALE: 1" = 60'
SURVEYOR: D. ZDANCEWICZ
TECHNICIAN: E. BROWN
DRAWING: BSW COLLEGE STATION_REZONING EXHIBIT
TRACT ID: -
PARTY CHIEF: -
FIELD BOOKS: -

REZONING EXHIBIT
SCOTT & WHITE HEALTHCARE SUBDIVISION
LOT 1 & LOT 2, BLOCK 1
VOLUME 10179, PAGE 50
O.P.R.B.C.T.
THOMAS CARUTHERS LEAGUE, ABSTRACT NO. 9
BRAZOS COUNTY, TEXAS

SHEET 1
OF 1

December 8, 2022
Item No. 10.4.
400 Double Mountain Road Rezoning

Sponsor: Anthony Armstrong

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map", of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from O Office to MF Multi-Family on approximately 17 acres located at 400 Double Mountain Road.

Relationship to Strategic Goals:

- Neighborhood Integrity
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): The Planning and Zoning Commission heard this item at their November 17, 2022, meeting and voted 5-2 to recommend approval. Staff recommends denial of the request to rezone from O Office to MF Multi-Family.

Summary: The applicant is requesting to rezone approximately 17 acres of undeveloped land located east of Medical Avenue. The subject property and surrounding properties are all included in the City of College Station Medical District Master Plan. This tract is immediately adjacent to the core of the Master Plan which includes the main campus of the Baylor Scott & White Hospital. On August 11, 2022 the City Council approved changing the Comprehensive Plan Future Land Use and Character Map designation from Medical to Urban Residential. The applicant wants to rezone the property to allow for additional residential housing in the area. A preliminary plan with several waivers to street connections through the site has already been submitted and is currently under staff review.

REVIEW CRITERIA

1.) Whether the proposal is consistent with the Comprehensive Plan:

The subject property has a newly assigned future land use designation of Urban Residential. Even though MF Multi-Family is a generally appropriate zoning district for this land use, it may not be the best use for the subject tract. The Urban Residential land use designation is generally for areas that are appropriate for a range of high-density multi-family and attached residential development in various forms including townhomes, apartment buildings, mixed-use buildings, and limited non-residential uses that are compatible with the surrounding area. Since the initial proposal was brought before the Planning and Development Services Department, staff have been recommending a planned, mixed-use district that matches the characteristics of the Medical District Master Plan. Developments in all directions of the subject tract show an emphasis on creating a high quality, pedestrian-friendly, and health-centered "lifestyle" environment that will complement and enhance the emerging concentration of medical and health care uses in the vicinity. Immediately to the east, Midtown Town Center Commercial Mixed-Use District also aims to continue the objectives of the

Medical District by creating a significant place with activity at all times of the day and week.

While multiple-family residential could be a supportive use at this location, the typical layout of large MF Multi-Family zoned properties is not conducive to the creation of a well-connected development pattern. Given that this property sits in the middle of two planned areas, the Baylor Scott & White campus and Midtown, the loss of connectivity through this property will have a negative effect as this area of the city continues to build out. Therefore, staff would be more supportive of a Planned Development District that would allow multiple-family as a use, but would require the appropriate street network. Furthermore, staff would also be supportive of increased density at this location, as this would complement the density and development pattern in Midtown.

2.) Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The uses permitted by the proposed zoning district are not compatible with the existing uses in the context of the surrounding area. A nursing home is located to the north, a hospital to the west, an age restricted elderly living apartment complex to the south, and a proposed mixed-use development to the east. A strictly multi-family apartment complex at this location will stand on an island of its own and not be fully integrated with the rest of the area. On the other hand, if a mixed-use product with not only residential units but also some medically related office or commercial uses were to be proposed, it would be a much better fit for the area and potential connectivity with surrounding properties. City Staff believes that the ongoing development patterns of medical uses on Baylor Scott & White properties shows that there is a continued need to this type of use in the area.

3.) Whether the property to be rezoned is physically suitable for the proposed zoning district:

Although the size of the property may be appropriate for MF Multi-Family, this proposed location is not ideal. It sits right in the middle of the Medical District, between the main Baylor Scott & White Hospital and the Midtown Mixed-Use Development. Carving out a 17-acre piece of land for a gated Multi-Family development severely diminishes the connectivity in the area for all modes of transportation.

There is no FEMA designated floodplain on the property. The applicant has stated that the subject property “will follow city codes and ordinances and will not have adverse impacts on the surrounding areas.”

4.) Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

Water, wastewater, and fire flow service will be provided by College Station Utilities. The subject property generally drains to the south/southeast within the Lick Creek Basin and is not encumbered by FEMA Special Flood Hazard Area (SFHA). Detention is required with future development and would be addressed with the site plan. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property has frontage to Double Mountain Road and Midtown Drive. Double Mountain Road is designated as a Minor Collector on the Thoroughfare Plan and Midtown Drive is designated as a future four-lane Minor Arterial. Cathedral Pines Drive, a commercial street, is also stubbed to the

property from Medical Avenue. A Traffic Impact Analysis (TIA) was conducted for this rezoning request. The City is in the process of designing the widening of Rock Prairie Road between State Highway 6 and Town Lake Drive as a four-lane roadway with raised center median and a traffic signal installed at the intersection with Stonebrook Drive. With this improvement completed by the City, no other mitigation is needed for the intersections studied in the TIA to perform at an acceptable level of service in 2025, the build-out of a proposed multi-family project.

There are two streets stubbed to the subject property that development regulations require to be continued. Cathedral Pines Drive is stubbed as an existing street on the west side and Tocode Road is a planned street to be stubbed as part of a future phase of the approved Preliminary Plan for the Midtown City Center subdivision. The applicant has submitted a Preliminary Plan application for the subject property that is currently under review and intends to request several waivers to the Subdivision Regulations contained in the Unified Development Ordinance so that these streets are not continued. While the TIA determined the studied intersections will function at an adequate level of service in 2025, the majority of the surrounding area has not yet developed. An analysis of the long-term need for these connections from a vehicular standpoint has not been performed. Regardless, the connectivity provided by these types of streets helps create the more walkable environment envisioned by the Medical District Master Plan, the surrounding Future Land Use designations, and block length requirements for this context.

5.) The marketability of the property:

The applicant states that they believe the zoning change will allow for the development of a vacant piece of land that has sat undeveloped for several years. City staff believes that the proposed MF Multi-Family zoning is not the best zoning for the proposed area as demand of medical related uses is still being seen in immediately adjacent areas.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Future Land Use Exhibit
4. Rezoning Exhibit
5. Background Information
6. Applicant's Supporting Information

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING 400 DOUBLE MOUNTAIN ROAD AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this 8th day of December, 2022.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from O Office to MF Multi-Family:



Exhibit B**TUMLINSON LAND SURVEYING**

FIRM #10193858

1255 Millican Meadows Circle
College Station, Texas 77845**METES AND BOUNDS DESCRIPTION**STATE OF TEXAS
COUNTY OF BRAZOS

Being a 16.88 acre tract of land out of the Thomas Caruthers League, Abstract No. 9, City of College Station, Brazos County, Texas and being the remainder of a called 25.79 acre tract of land described to Brian Howard Perry, recorded in Volume 10459, Page 34 of the Official Records of Brazos County, Texas, said 16.88 acres being more particularly described by metes and bounds as follows;

BEGINNING at a 1/2 inch iron rod with orange cap found at the northeast corner of said remainder tract, located at a southeast corner of Double Mountain Road (60' R.O.W. shown on plat recorded in 13439/50), also located on the west line of a called 10.35 acre tract to BCNELSON LLC, (15246/47), for the northeast corner of this, for reference, the City of College Station Monument Number CS 9 bears S 86°47'42" E a distance of 6388.69 feet;

THENCE along the east line of said remainder tract, common boundary with said 10.35 acre tract and generally along a fence line S 07°54'27" E a distance of 372.70 feet to a 5/8 inch iron rod found at an angle point of said remainder tract, located at the southwest corner of said 10.35 acre tract and a northwest corner of a called 110.653 acre tract to College Station Town Center, Inc., (14296/25), for an angle point of this;

THENCE continuing along said east line, common boundary with said College Station Town Center, Inc. tract and generally along a fence line the following courses and distances:

-S 05°10'13" W a distance of 217.06 feet to a 1/2 inch iron rod found at a fence corner for an angle point,
 -S 41°29'32" W a distance of 425.31 feet to a 3/4 inch iron rod found at a fence corner for an angle point,
 -S 55°14'50" W a distance of 195.70 feet to a 3/4 inch iron rod found at a fence corner for an angle point, and
 -S 66°49'29" W passing a 1/2 inch iron rod with orange cap at the southwest corner of said College Station Town Center LLC tract, and the northwest corner of a called 5.903 acre tract to City of College Station, (13938/227) at a distance of 118.40 feet, passing another 1/2 inch iron rod with orange cap at a distance of 136.83 feet and continuing a total distance of 143.74 feet to a 1/2 inch iron rod with yellow cap set at the southeast corner of said remainder tract, located at the east corner of a called 1.002 acre tract to City of College Station, (13673/237), located on the north line of Lakeway Drive (60' R.O.W.) for the southeast corner of this;

THENCE along the south line of said remainder tract, with the north line of said 1.002 acre tract, and the north line of said Lakeway Drive and generally along a fence line the following courses and distance:

-With a curve to the left, having a radius of 725.00 feet, an arc length of 112.14 feet and chord bearing S 89°33'16" W a distance of 112.03 feet to a capped 1/2 inch iron rod found for an angle point,
 - S 85°06'57" W a distance of 234.28 feet to a capped 1/2 inch iron rod found for an angle point,
 -With a curve to the right having a radius of 625.00 feet, an arc length of 295.06 feet, a chord bearing N 81°21'32" W a distance of 292.33 feet to a capped 1/2 inch iron rod found for an angle point, and
 - N 67°21'45" W a distance of 10.62 feet to a capped 1/2 inch iron rod found at the west corner of said 1.002 acre tract, located at an angle point on the northeast line of Scott & White Healthcare Subdivision, Lot 1, Block 5, called 0.68 acres, for an angle point of this, a 1/2 inch iron rod with yellow cap found bears N 69°02'30" W a distance of 3.63 feet for reference;

THENCE continuing along the south line of said remainder tract, common boundary with said Scott & White Healthcare Lot 1, Block 5 and generally along a fence line N 47°31'55" W a distance of 73.34 feet to a calculated point at the southeast corner of said remainder tract, being an interior corner of said Lot 1, Block 5, for the southeast corner of this, a 1/2 inch iron rod with yellow cap found bears S 50°47'30" W a distance of 1.60 feet for reference;

THENCE along the west line of said remainder tract, continuing with said Scott & White Healthcare Lot 1, Block 5, and generally along a fence line N 50°47'29" E a distance of 294.14 feet to a capped 1/2 inch iron rod found at the east corner of said Lot 1, Block 5, located at the south corner of Cathedral Pines Drive, for an angle point of this;

THENCE continuing along said west line, common boundary with said Cathedral Pines Drive, and along a fence line N 50°57'25" E a distance of 60.11 feet to a capped 1/2 inch iron rod found at the east corner of said Cathedral Drive, also located at the south corner of Scott & White Healthcare Subdivision, Lot 1, Block 6, called 2.57 acres, for an angle point of this;

TUMLINSON LAND SURVEYING

FIRM #10193858
1255 Millican Meadows Circle
College Station, Texas 77845

THENCE continuing along said west line, common boundary with said Lot 1, Block 6 and generally along a fence line the following courses and distances:

-N 50°50'28" E a distance of 574.80 feet to a 3/4 inch iron rod found at a fence corner for an angle point, and
-N 02°42'46" W a distance of 323.46 feet to a 1/2 inch iron rod with yellow cap set at the northwest corner of said remainder tract, located at the northeast corner of said Lot 1, Block 6, also located on the south line of said Double Mountain Road, for the northwest corner of this;

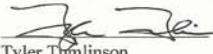
THENCE along the north line of said remainder tract, with the south line of said Double Mountain Road, the following courses and distances:

-N 86°27'27" E a distance of 28.50 feet to a 1/2 inch iron rod with yellow cap set for an angle point,
-With a curve to the left having a radius of 460.00 feet, an arc length of 151.57 feet, and chord bearing N 77°01'05" E a distance of 150.89 feet to a 1/2 inch iron rod with yellow cap set for an angle point,
-N 67°34'42" E a distance of 56.94 feet to a 1/2 inch iron rod found (bent) for an angle point,
-With a curve to the right having a radius of 400.00 feet, an arc length of 160.88 feet and chord bearing N 79°06'03" E a distance of 159.80 feet to a 1/2 inch iron rod with yellow cap set for an angle point, and
-S 89°11'31" E a distance of 151.35 feet to the **POINT OF BEGINNING**.

All bearings and distances are based on State Plane Coordinate System, Texas Central Zone, Nad 1983.

This description to accompany a plat of like date representing an on the ground survey supervised by me Tyler Tumlinson, Registered Professional Land Surveyor.

February 3, 2022


Tyler Tumlinson
RPLS No. 6410
Firm #10193858
02770-BVB

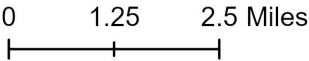


VICINITY MAP

400 DOUBLE MOUNTAIN ROAD
REZONING
REZ2022-000006

Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction





0 500 1,000 Feet

**400 DOUBLE MOUNTAIN ROAD
REZONING**

Case:
REZ2022-000006

REZONING



<u>Residential</u>	MF	Multi-Family
R Rural	MU	Mixed-Use
WE Wellborn Estate	MHP	Manufactured Home Pk.
E Estate		
WRS Wellborn Restricted Suburban		
RS Restricted Suburban		
GS General Suburban		
D Duplex		
T Townhome		

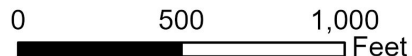
<u>Non-Residential</u>	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

OV	Corridor Ovr.
RDD	Redevelopment District
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

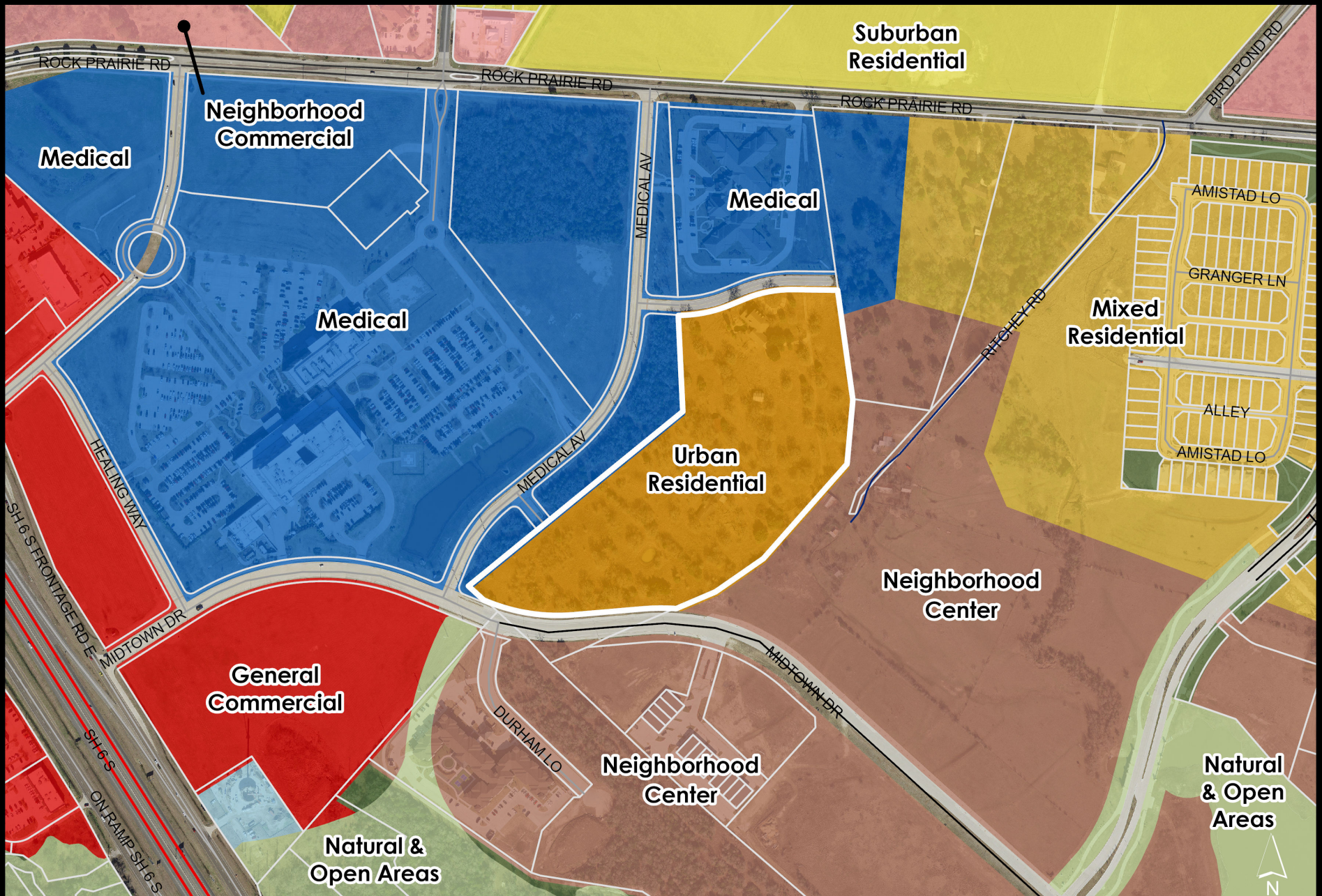


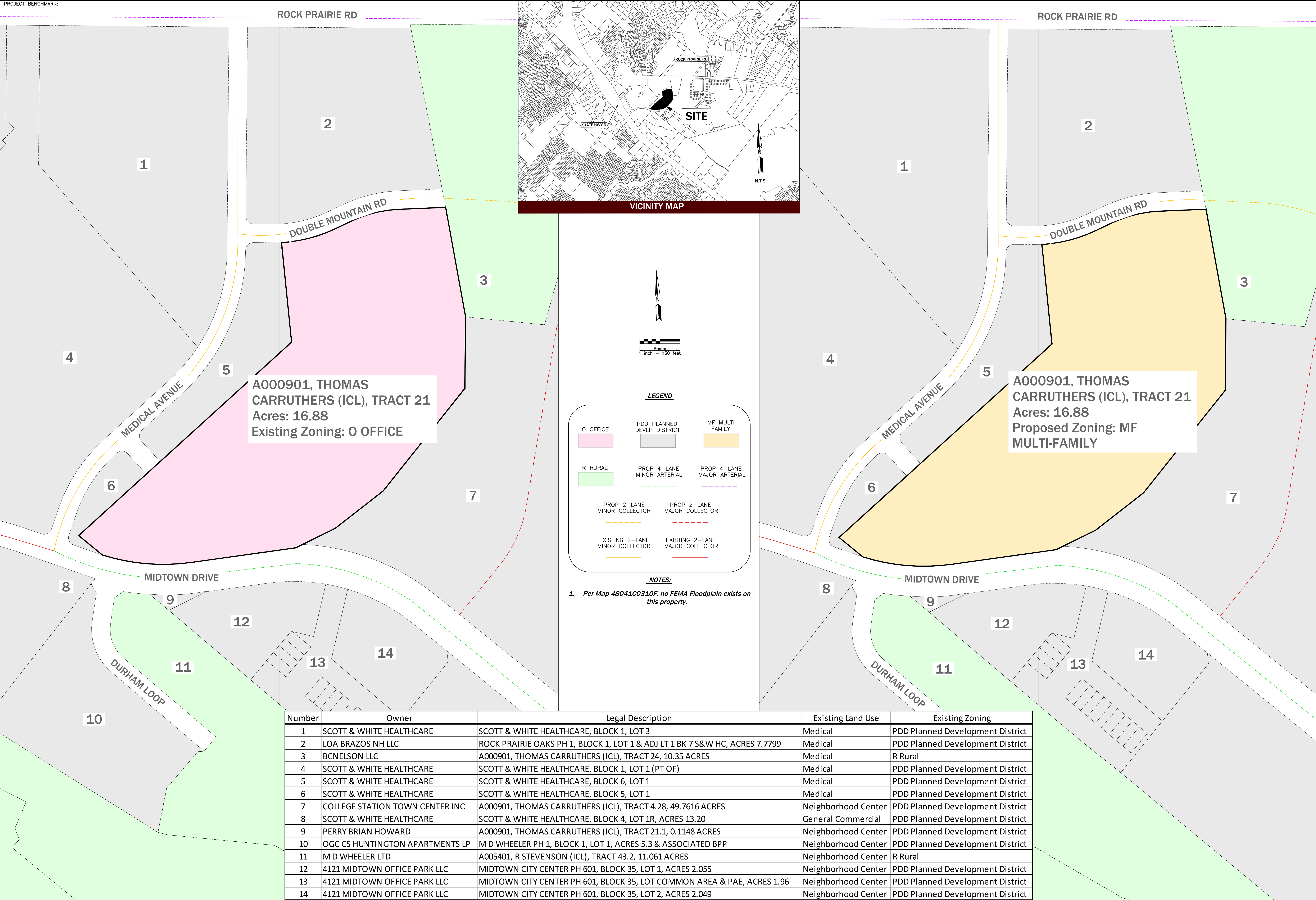
Case:
REZ2022-000006

REZONING

EXISTING

Future Land Use





MITCHELL
M&M
MORGAN

T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443
3204 EARL RUDDER FWY. S.
COLLEGE STATION, TX 77845
PLAN & DESIGN SPECIALISTS IN
CIVIL ENGINEERING • HYDRAULICS
HYDROLOGY • UTILITIES • STREETS
SITE PLANS • SUBDIVISIONS
www.mitchellandmorgan.com

For Interim Review Only
These documents are not
to be used for final
bidding, or permit purposes.
Without J&B Morgan, P.E.
No. 7708

APRIL 2022
Drawn By: TTE
Checked By: VBM

Prepared For:
Jackie Blake
4117 Joe Creek Loop
College Station, Texas
77840

Revisions

REZONING MAP
MULTI-FAMILY HOUSING OFF MEDICAL AVE
16.88 ACRE TRACT

RZ

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: November 17, 2022
Advertised Council Hearing Date: December 8, 2022

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Sandstone HOA
Foxfire HOA
Amberlake HOA

Chadwick HOA
Stonebridge HOA
Stonebridge Court HOA

Property owner notices mailed: 11
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Medical	PDD Planned Development District	Accel at College Station Nursing Home
South	Neighborhood Center	R Rural and PDD Planned Development District	Huntington Apartments Senior Living
East	Neighborhood Center	R Rural and PDD Planned Development District	Future Phase of Midtown Town Center Commercial Area
West	Medical	PDD Planned Development District	Baylor Scott & White Hospital

DEVELOPMENT HISTORY

Annexation: 1995
Zoning: A-O Agricultural Open upon annexation
A-P Administrative Professional (Unknown – between 1995 and 2002)
Renamed O Office in 2012 in conjunction with Medical District Master Plan
Current Zoning is O Office
Final Plat: Unplatted
Site development: Undeveloped

400 Double Mountain Road Multi-Family Rezoning Application

PROPERTY INFORMATION

1. Legal Description: *A000901, THOMAS CARRUTHERS (ICL), TRACT 21*
2. Total Acreage: *16.88 acres*
3. Date Deeded to Owner: *11/30/1993*
4. Deed Recording: *1980/272*
5. Existing Zoning: *O Office*
6. Proposed Zoning: *MF Multi-Family*
7. Present Use: *Undeveloped/Residential*
8. Proposed Use: *Multi-Family Housing*
9. PAC Meeting Date: *August 25, 2021*
10. Additional Properties: *N/A*

PROJECT INFORMATION

1. Property Owner: *Brian Howard Perry*
2. Property Owner Address: *17975 Bella Lago Ct. College Station, TX 77845*
3. Property Owner Email: *brianltlg@yahoo.com*
4. Property Owner Phone: *979-229-9832*
5. Developer: *Brazos Valley B&B, LLC*
6. Developer Address: *4717 Johnson Creek Loop, College Station, TX 77845*
7. Developer Email: *Jackie.binks@gmail.com*
8. Developer Phone: *409-656-6858*

REQUIRED INFORMATION

1. List the changed or changing conditions in the area, or in the City, which make this zone change necessary. – *For the last two years, the need for qualified doctors and nurses in hospitals has increased daily. One of the biggest challenges for hospitals in securing additional staffing is locating and providing quality housing for their full-time staff, along with traveling employees coming into the area. Currently, no class A multi-family housing exists for medical employees within the College Station Medical District, consisting of both St. Joseph’s Hospital and Baylor Scott and White Hospital. Baylor Scott and White utilizes what is known as the employed model of care delivery, meaning a majority of their doctors, nurses, and practitioners are actual employees of the hospital; their offices are located within the hospital or on hospital property. Due to this, we believe the greater need at this time and in the future is to change the zoning district from O Office to MF Multi-family to provide increased housing options for those working in the medical district.*
2. Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect. – *The recent Comprehensive Plan Amendment has changed the designation of this property from Medical to Urban Residential land use. This Comprehensive Plan Amendment was specifically chosen to allow for a MF multi-family rezoning of this property. A multi-family development at this location supports the Comprehensive Plan by providing medical staff with a variety of housing options, as called for in the Comprehensive Plan. Medical uses include “areas appropriate for medically related uses and supporting office, commercial, and residential uses.” The Comprehensive Plan also points us in the direction of the Medical District Master Plan, which illustrates Land Use Concentrations. Within this illustration, a “supporting uses” bubble is drawn which includes the subject property. These supporting uses include single-family and multi-family housing as outlined on page 53 of the Medical District Master Plan. Within this section, multi-family housing is used as an example of being well-suited for the medical district. Moreover, one of the requirements for success in this section is easy access to employment centers. The request for rezoning this property to MF Multi-Family makes*

this property the ideal fit for creating a livable, walkable medical community. The requested zone change is in compliance with the Medical District Master Plan, and the Comprehensive Plan.

3. How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood? – *The proposed MF Multi-Family zoning is designed to provide residential use to surrounding businesses, giving employees live-work-play opportunities. This zone change also opens the door to opportunities for nearby hospitals to house temporary employees such as traveling doctors and nurses. In 2018, the adjacent property to the southwest was rezoned to a PDD using MF Multi-Family as its base zoning district, providing affordable housing for the 55+ community, within walking distance of Baylor Scott and White. In addition, the property to the northeast was developed as an assisted living facility. This zone change is perfectly compatible with the surrounding neighborhood as it connects these residential uses and further opens the door to the walkable/bikeable community, providing housing for those who work for the hospitals and those who benefit from the medical services. This zone change is a supportive and compatible use in the medical district while also providing growth and support for nearby businesses.*
4. Explain the suitability of the property for uses permitted by the rezoning district requested. – *Due to the adjacency to Baylor Scott and White and the need for housing within the Medical District, the permitted uses in the MF Multi-Family zoning district are suitable for the property at this location. It supports a need and supplies it within walking distance of one of the major employers in College Station, creating an opportunity for a walkable/bikeable community within the Medical District.*
5. Explain the suitability of the property for uses permitted by the current zoning district. – *While it appears that the current zoning O Office would be suitable for the property to provide more workspace for the future growth of the Medical District, this property has remained vacant with no queries and no interest in developing it as office space. In addition, Baylor Scott and White has no interest in ever purchasing this property for medical use, as confirmed during both the Planning and Zoning Commission and City Council presentations for the Comprehensive Plan Amendment of this property. Along with this, significant office space vacancies within the Medical District indicate there is not a need for additional medical office space in this area. The need for the current zoning district O Office has diminished.*
6. Explain the marketability of the property for uses permitted by the current zoning district. – *The O Office zoning is currently not marketable for the property due to the rising office space vacancies in the Medical District. As the Medical District and the surrounding area continues to grow, the need for housing has surpassed the need for office space. The need for single-family housing in the Medical District is being met by new development, however, not all employees working in this district can afford to purchase a home or desire to purchase a home. As this area continues to grow, so does the need for a variety of housing types, especially housing that promotes walkable and bikeable communities for medical staff. We believe this is significant evidence to show the marketability of a MF Multi-Family zoning in this area.*
7. List any other reasons to support this zone change. – *The property is located just off of State Highway 6, within both the College Station Medical District and the “surrounding uses area”*

designated in the College Station Medical District Master Plan. We believe this property is highly marketable to employees of the nearby medical offices and facilities. With Baylor Scott and White being within walking distance of this property, along with groceries, gas and restaurants all within a mile, this property is ideal for multi-family housing, creating a walkable/bikeable community for the employees of the medical district. Baylor Scott and White have expressed their support and excitement for this proposal, as the need for housing traveling nurses has increased exponentially. Additionally, the developer, wanting to provide housing for the medical staff in town, has written an agreement to secure discounted rental rates for medical employees in the proposed development.

8. A CAD file (dxf/dwg in model space) or GIS shapefile, in Texas State Plane NAD83 Central Zone datum (with scale factor applied if applicable), must be attached. – *I understand a CAD file (dxf/dwg) is required.*
9. A survey exhibit including at least one tie to an existing City of College Station control monument. List the plat bearing and State Plane grid bearing (Central Texas Zone) if different, and provide the distance to the monument(s) noted as surface or grid (with scale factor applied if applicable), must be attached. – *I understand a Survey Exhibit is required.*

REQUIREMENTS

10. Traffic Impacts – *The Traffic Impact Analysis Report is attached.*
11. Dimensioned Map – *A fully dimensioned map is attached.*
12. Legal Description – *A written legal description is attached.*
13. CAD DWG or GIS SHP – *The CAD or GIS digital file is attached.*
14. Rezoning denial – *I understand the denial process and the 180-day waiting period.*
15. Owner Certification – *I am not the owner, but the Owner Certification is attached.*

December 8, 2022

Item No. 10.5.

Funding Agreement with Unlimited Potential for the demolition of 1115 Anderson

Sponsor: Debbie Eller, Director of Community Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a funding agreement with Unlimited Potential for an amount not to exceed \$345,424 for the demolition of the dilapidated and unsafe structure at 1115 Anderson.

Relationship to Strategic Goals:

Neighborhood Integrity

Recommendation(s): Staff recommends approval of a funding agreement in an amount not to exceed \$345,424, \$105,424 in CDBG and \$240,000 in General Funds, for the demolition of 1115 Anderson.

Summary: As requested by Council at the July 24, 2022 meeting, this funding agreement with Unlimited Potential will provide an amount not to exceed \$345,424 for the demolition of an dilapidated and unsafe structure located at 1115 Anderson. Funding is available from the Community Development budget in the amount of \$105,424 in Community Development Block Grant funds and \$240,000 in General Funds.

Budget & Financial Summary: \$105,424 in Community Development Block Grant funds included in the FY 2023 budget and \$240,000 in General Funds Assigned Fund Balance will be utilized to cover the cost of this contract.

Attachments:

1. CDBG Funding Agreement - Unlimited Potential

CITY OF COLLEGE STATION COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT

This Agreement is by and between the CITY OF COLLEGE STATION, a Home Rule Municipal Corporation incorporated under the laws of the State of Texas (hereinafter referred to as the "City"), and **A HOME BASE FOR TRANSITIONING FOSTER YOUTH DBA UNLIMITED POTENTIAL, INC.**, a private non-profit agency (hereinafter referred to as "Agency").

WHEREAS, the City has the objective to aid in the prevention or elimination of slum or blighting conditions in the City through its Community Services Department and outside agency funding;

WHEREAS, Agency has acquired property located at 1115 Anderson in College Station, Texas, which contains dilapidated and blighted buildings and improvements which are detrimental to public health and safety;

WHEREAS, Agency desires to demolish said dilapidated and blighted buildings and improvements;

WHEREAS, the City desires to assist Agency in addressing blight on a spot basis through funds provided by the Community Development Block Grant (hereinafter referred to as "CDBG") program administered by the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD") (Federal Award Identification CDFA 14-218 and Federal Award Date 10/1/2022); and

NOW, THEREFORE, FOR AND IN CONSIDERATION of funding in an amount not to exceed **THREE HUNDRED FORTY-FIVE, FOUR HUNDRED TWENTY-FOUR and 00/100 DOLLARS (\$345,424.00)** to be paid to Agency by the City as set forth herein below, the City and Agency covenant and agree as follows:

ARTICLE I STATEMENT OF WORK

1.01 Agency will demolish the existing, unsafe, dilapidated structure located at 1115 Anderson. Agency shall perform the work as specified in the Detailed Statement of Work attached as Exhibit A. Agency shall perform the work utilizing CDBG funds as specified in the Budget attached as Exhibit B.

ARTICLE II PAYMENT

2.01 During the City's Fiscal Year Budget 2023, City shall reimburse Agency, in an amount not to exceed **THREE HUNDRED FORTY-FIVE, FOUR HUNDRED TWENTY-FOUR and 00/100 DOLLARS (\$345,424.00)**, for expenditures as referenced in Article I of this Agreement.

2.02 Other operating expenses eligible under HUD regulations may be considered for reimbursement provided the following:

- (a) the City receives the Reimbursement Request Form attached as Exhibit D;
- (b) funds are available; and
- (c) Payments will be made quarterly as a reimbursement for services or expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from the date of the City's receipt and the City's approval of the application for reimbursement.

2.03. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. Agency may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred, and may not include amounts for prospective or future needs. The final request for reimbursement must be received by City on or before September 30, 2023. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of City.

2.04. This Agreement and the payments made herein, are contingent upon receipt by City of U.S. Department of Housing and Urban Development Community Development Block Grant funds and the City of College Station City Council funding approval. Should funds be unavailable, discontinued or disapproved, this Agreement may be revised or terminated as determined by the HUD or the City, in their sole discretion.

2.05. The City retains the right, in its sole discretion, to recapture and seek full reimbursement from Agency for any funds used for prohibited activities, prohibited purposes, or usages of funds which cause a breach of this Agreement.

ARTICLE III TERM

3.01 The term of this Agreement shall coincide with the City's Fiscal Year Budget 2023 and be from December 8, 2022 to September 30, 2023, or until funds awarded by the City are completely expended, unless the Agreement is terminated as provided for herein.

3.02 The term of this Agreement may be extended by mutual agreement of the parties, in writing, provided that the City has approved and budgeted sufficient funds from the current budget year to satisfy any additional expenditures that result from such extension.

ARTICLE IV VERIFICATION OF SLUM BLIGHT SPOT BASIS

4.01 Slum Blight Spot Basis activities eliminate specific conditions of blight or physical decay on a spot basis. Agency agrees to document the specific conditions of blight or physical decay to be addressed by this Agreement. Determination of the extent of and physical conditions that contribute to blight is necessary to receive reimbursement of expenditures made under this Agreement.

ARTICLE V PROGRAM INCOME

5.01 Pursuant to HUD regulation 24 C.F.R. § 570.504 (2012), any program income generated by use of CDBG funds shall be used by Agency to supplement eligible operational expenses. All income not used to supplement operational expenses by the end of the fiscal year, or used for ineligible expenses, shall be forfeited and returned to City within thirty (30) days following the end of the Agreement term. Agency shall maintain records of all program income generated by use of CDBG funds, if any, and shall present said records to City on a quarterly basis.

ARTICLE VI RECORDS AND REPORTS

6.01 Agency shall maintain fiscal records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other mutually agreed upon documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to HUD and the City's accounting practices. Said documentation shall conform to the standards set forth in 2 CFR Part 200.

6.02 Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of four (4) years beginning with the submission of the Consolidated Annual Performance and Evaluation Report for the fiscal year –2022 – 2023. City and HUD's right to access Agency's files shall continue during this period and for as long as the records are retained past the minimum four (4) year period by Agency.

6.03 Agency shall provide the City and HUD representative reasonable access during regular business hours to any financial records, client records, administrative reports, board documentation, files or other papers belonging to or in use by Agency.

6.04 Agency shall submit activity reports to the City on a quarterly basis. The format of such reports shall, at a minimum, consist of a Narrative Report attached as Exhibit E. Agency will maintain supporting back-up documentation regarding all reports and make such available to the City upon request. The activity reports and reimbursement requests, including documentation, shall be submitted to the City within thirty (30) days following a reporting period. Failure to provide timely and complete reports may result in forfeiture of funds or termination of this Agreement pursuant to Article VII herein.

6.05 The City shall conduct a monitoring review of the work performed pursuant to this Agreement on a quarterly basis or as otherwise deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement or any HUD regulation. A minimum of one on-site monitoring review will be conducted by the City during the term of this Agreement.

6.06 Agency shall submit year-end reports to the City no later than thirty (30) days following the end of the Agreement term. The Year-End reports shall, at a minimum, consist of a Funding Sources Report attached as Exhibit F.

6.07 The City may provide a year-end Close-Out report to the Agency, which will evaluate compliance with the provisions of this funding Agreement and applicable HUD regulations. The Close-Out report will be provided after all year-end reports have been submitted by the Agency.

6.08 Agency shall provide the City with an agenda of all regular and non-regular Board meetings five (5) days prior to the meeting with information as to the date, time and place of meeting. If a non-regular meeting is scheduled, Agency shall immediately notify the City of non-regular meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting.

6.09 Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within **ten (10) days after approval of the minutes.**

ARTICLE VII AGREEMENT SUSPENSION/TERMINATION

7.01 The City has the right to terminate this Agreement, in whole or in part, at any time if the City determines that Agency has failed to comply with any part of this Agreement or if funds are unavailable, discontinued or disapproved, as determined by the City or HUD, at their sole discretion. In addition, the City has the right, in its sole discretion, to terminate this Agreement if it determines that the information contained in its application for CDBG funding was materially incorrect, if the City determines that Agency is not performing the work approved in its application for CDBG funding, if Agency fails to file the reports required under Article VI of this Agreement, or if Agency fails to fulfill any other obligations required under this Agreement.

7.02 The City shall notify Agency, in writing, thirty (30) days prior to the date of termination. The notice shall include the reason for termination and the effective date of termination.

7.03 If this Agreement is terminated for any of the reasons referenced in Section 7.01 hereinabove, excluding funding discontinuance or disapproval, Agency shall have the right to attempt to cure its failure, during the thirty (30) day period prior to termination to the satisfaction of the City at the City's sole discretion. The City retains the right to terminate this Agreement, in whole or in part, at any time, for convenience.

7.04 Either party to this Agreement has the right to terminate this Agreement, in whole or in part, upon the mutual written agreement of the parties that the continuation of the activities funded

under this Agreement would not produce beneficial results commensurate with the further expenditure of funds.

ARTICLE VII REVERSION OF ASSETS

8.01 Upon the expiration of the term of this Agreement, the Agency shall transfer to City any CDBG Grant funds on hand at the time of expiration and any accounts receivable attributable to the use of Grant funds. Any real property under Agency's control that was acquired or improved in whole or in part with Grant funds in excess of \$25,000 shall:

- (a) be used to meet one of the national objectives of the Federal CDBG until five (5) years after expiration of this Agreement, or for such a longer period of time as determined to be appropriate by the City; or
- (b) be disposed of in a manner which results in City being reimbursed in the amount of the fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such reimbursement is not required after the period of time specified above.

ARTICLE IX ADMINISTRATIVE REQUIREMENTS

9.01 City and Agency agree to perform their duties in relation to this Agreement in compliance with all applicable HUD regulations.

9.02 Agency shall administer this Agreement in compliance with U.S. Department of Housing and Urban Development applicable Uniform Administrative Requirements 24 C.F.R. § 84 and 24 C.F.R. § 85, as described in 24 C.F.R. § 570.502.

9.03 Agency shall comply, as related to CDBG provisions, with the requirements and standards of 2 CFR Part 200.

9.04 Nonprofit agencies that receive at least seven hundred fifty thousand dollars (\$750,000) a year in Federal Awards shall have an audit made in accordance with the requirements set forth in 2 CFR Part 200 In order to meet those requirements any subrecipient receiving over \$750,000 will provide a financial audit within three (3) months of the ending of their fiscal year covered by this Agreement.

ARTICLE X NONDISCRIMINATION

10.01 Agency hereby agrees and binds itself that no person shall, on the ground of race, color, national origin, religion, sex, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, such as is provided under this Agreement, in compliance with Public Law 88-

352 (Civil Rights Act of 1964) and amendments and Section 109 of the Housing and Community Development Act of 1974.

10.02 In accordance with Public Law 90-284, Fair Housing Act, Title VIII of the Civil Rights Act of 1968, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, disability or familial status be discriminated against in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including otherwise making unavailable or denying a dwelling to any person. Moreover, Agency certifies that it will affirmatively further fair housing.

10.03 In accordance with Executive Order 11063, as amended by Executive Order 12259, Agency hereby agrees and binds itself that it shall take all action necessary and appropriate to prevent discrimination because of race, color, religion (creed), national origin, sex, age, handicap or familial status in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

ARTICLE XI ENVIRONMENTAL CLEARANCE REQUIREMENTS

11.01 Agency understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R. § 58. In accordance with 24 C.F.R. § 58.77(b), Agency further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

11.02 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. § 58 to ensure compliance with the National Environmental Policy Act (NEPA). Agency must also maintain a copy of the Environmental Review Record in Agency's project file. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XII EMPLOYMENT AND CONTRACTING OPPORTUNITIES

12.01 In accordance with Executive Order 11246, as amended by Executive Orders 12086, 11375, 11478, 12107 and the regulations issued pursuant thereto, Agency hereby agrees and binds itself that no person shall, on the ground of race, color, religion (creed), national origin, sex, age, reprisal or disability be discriminated against in any phase of employment during the performance of this Agreement. Further, Agency shall take affirmative action to ensure fair treatment in employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training and apprenticeship.

12.02 In accordance with Section 3 of the Housing and Urban Development Act of 1968, Agency agrees that, to the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the City of College Station, and, to the greatest

extent feasible, contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned by persons residing in the City of College Station.

ARTICLE XIII

ARCHITECTURAL BARRIERS ACT AND AMERICANS WITH DISABILITIES ACT

13.01 In accordance with the Architectural Barriers Act of 1968 42 U.S.C. §§ 4151-4157, Agency agrees to abide by laws and regulations requiring certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered.

13.02 In accordance with standards that ensure accessibility to, and use by, persons with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 C.F.R. § 40.2 is subject to the requirements of this Act and shall comply with the Uniform Federal Accessibility Standards.

13.03 In accordance with the Americans with Disabilities Act 42 U.S.C. §12131; 47 U.S.C. §§ 155, 201, 218 and 225 (ADA), the Agency agrees to comply with the provision of comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications. Discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993 that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable.

ARTICLE IV

USE OF DEBARRED, SUSPENDED, INELIGIBLE CONTRACTORS OR SUBRECIPIENTS

14.01 Agency agrees and binds itself that it has not and will not directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor or other subrecipient of CDBG monies during any period of that agency's or subrecipient's debarment, suspension, or placement in ineligible status under the provisions of 24 C.F.R. § 24.

ARTICLE XV CONFLICT OF INTEREST

15.01 Agency certifies that no employee, agent, consultant, officer, elected or appointed official of the Agency who exercises or has exercised any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision-making process or gain inside information with regard to such activities has or will have any personal or financial interest or benefit to obtain from this Agreement and the CDBG-assisted activity, nor any interest in any contract, subcontract or Agreement with respect thereto, or the proceeds thereunder, either for the official or those with whom they have family or business ties, either during the official's tenure or for one year after completion of the Agreement term.

ARTICLE XVI WHERE SUBRECIPIENT IS A RELIGIOUS ENTITY

16.01 Where Agency is a religious entity, Agency certifies that all CDBG funds shall be used wholly for secular purposes. Agency agrees and binds itself that it will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion. Agency agrees and binds itself that it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of public services funded by this Agreement.

ARTICLE XVII RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

17.01 Agency agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. Agency shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. Agency also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

ARTICLE VIII INDEMNIFICATION AND RELEASE

18.01 Agency agrees to indemnify and hold harmless the City, its officers, agents, volunteers, and employees from and against any and all loss, costs, or damage of any kind, nature, or description that may arise out of or in connection with this Agreement whether or not the claim or cause of action results from any negligence of the City or any of its officers, agents, or employees. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

18.02 Agency assumes full responsibility for the work to be performed and services to be provided hereunder, and hereby releases, relinquishes and discharges the City, its officers, agents, volunteers, and, employees from any and all claims, demands, causes of action of every kind and character, including the cost of defense thereof, for any injury to, including death of, any person (whether employees or agents of either of the parties hereto or third persons) and any loss of or damage to property (whether the property is that of either of the parties hereto or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Agency's work or services provided hereunder whether or not said claims, demands, or causes of actions are covered in whole or part by insurance. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE XIX INSURANCE

19.01 General. The Agency shall procure and maintain, at its sole cost and expense for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Agency, its agents, representatives, volunteers, employees, or subcontractors.

19.02 The Agency's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are as set forth below. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit "C"**.

During the term of this Agreement the Agency's insurance policies shall meet the minimum requirements of this section:

19.03 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.

19.04 General Requirements Applicable to All Policies. The following General requirements to all policies shall apply:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as Exhibit C; and shall be approved by the City before work begins.
- (c) Agency shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of

Insurance and are acceptable on a per-occurrence basis only.

- (d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.
- (e) The City will not accept “claims made” policies.
- (f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

19.05 Commercial General Liability. The following Commercial General Liability requirements shall apply:

- (a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance.
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

19.06 Business Automobile Liability. The following Business Automobile Liability requirements shall apply:

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- (d) The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page.
- (e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

19.07 Workers' Compensation/Employer's Liability Insurance. Workers' Compensation/Employer's Liability insurance shall include the following terms:

- (a) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY."

ARTICLE XX GENERAL PROVISIONS

20.01 The parties to this Agreement agree and understand that Agency is an independent contractor and not an agent or representative of the City and that the obligation to compensate its employees and personnel furnished or used by Agency to provide the services specified in Article I shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose.

20.02 The City's Community Services Department may provide "technical" assistance to Agency as requested and as mutually agreed upon in the performance of Agency's duties under this Agreement. "Technical" assistance is described as including, but not limited to staff assistance to ensure compliance to CDBG regulations and to ensure that proper accountability and program delivery results are achieved; and providing orientation to Agency staff and board members regarding CDBG regulations and procedures. The provision of "technical" assistance is dependent on time constraints and priorities of the Community Services Department staff, at City's sole discretion. **City shall have no liability to Agency or any third party in providing any "technical" assistance.**

20.03 No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

20.04 This Agreement has been made under and shall be governed by the laws of the State of Texas.

20.05 Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

20.06 Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

20.07 Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term

of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

20.08 The parties acknowledge that they have read, understand, and intent to be bound by terms and conditions of this Agreement.

20.09 This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other parties to this Agreement.

20.10 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

20.11 Invalidity. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.

20.12 Prioritization. Agency and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Agency to this Agreement as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Agency. In either case, the applicable law or the applicable provision of this Agreement excluding such conflicting addition by Agency shall prevail. The parties understand this section comprises part of this Agreement without necessity of additional consideration.

20.13 It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

20.14 Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as named herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

Agency: Attn: Kelyn Wardlaw
Executive Director
3708 East 29th Steet, #219
Bryan, Texas 77802

City: Attn: Debbie Eller
Community Services Department
City of College Station
1101 Texas Ave.
College Station, Texas 77842

20.15 To the extent this Agreement is considered an Agreement for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement. To the extent applicable, this Contract is subject to the following:

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Agency verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A** Statement of Work
- B** Budget
- C** Certificates of Insurance
- D** Reimbursement Request
- E** Narrative Report
- F** Funding Sources Report

CITY OF COLLEGE STATION

By: _____

Printed Name: _____

Title: _____

Date: _____

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager / CFO

Date: _____

EXHIBIT A
DETAILED STATEMENT OF WORK

A Home Base for Transitioning Foster Youth DBA Unlimited Potential, Inc. will provide complete demolition activities of the main building, two outbuildings and various other substandard improvements to the property, including asbestos abatement of the three structures and removal of all materials and debris. Following demolition activities, the site shall be graded and prepared for maintenance and upkeep of the property until such time that future plans for the property can be determined. This project is located 1115 Anderson, College Station, Texas 77840.

**EXHIBIT B
BUDGET**

Agency: A Home Base for Transitioning Youth DBA Unlimited Potential, Inc.

SOURCES OF FUNDS:

Maximum Proceeds of grant under the Agreement: \$345,424.00

USES OF FUNDS:

Complete demolition including asbestos abatement of the existing structure located 1115
Anderson, College Station, Texas 77840

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D **REIMBURSEMENT REQUEST FORM**



CITY OF COLLEGE STATION
COMMUNITY SERVICES DEPARTMENT
COMMUNITY DEVELOPMENT BLOCK GRANT
REIMBURSEMENT REQUEST FORM

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN CDBG CONTRACT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.

Signature of Authorized Agency Representative

Date

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
<p>I hereby certify:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The information presented on this form is true and complete to the best of my knowledge; <input type="checkbox"/> All programs and services have been executed in accordance with the terms and requirements of the contract; <input type="checkbox"/> All expenses for which payment is being requested herein were incurred by the above-referenced program(s); <input type="checkbox"/> All approved Board minutes and agendas have been received by the Community Services Department; <input type="checkbox"/> A signed and dated Client Report, Narrative Report, and Fund-Raising Report have been received by the Community Services Department; <input type="checkbox"/> All supporting documentation to substantiate this request has been received by the Community Services Department. <input type="checkbox"/> The agency is in full compliance with the terms and conditions of the above referenced contract. <p>I hereby request reimbursement for approved program expenses to date in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Authorized Agency Representative</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>	
II. Monitor's Certification	
<p>I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number.</p> <p>I hereby approve payment to the agency in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Monitor</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>	
III. Director of Community Services' Certification	
<p>I hereby approve payment to the agency in the amount of \$ _____.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p>_____ Signature of Director of Community Services</p> </div> <div style="width: 45%;"> <p>_____ Date</p> </div> </div>	

**EXHIBIT E
NARRATIVE REPORT**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
NARRATIVE REPORT (FY _____)**

AGENCY: _____ **REPORTING PERIOD:** _____
OPERATING HOURS OF AGENCY: _____ **(note any changes from
original approved CDBG public service application):** _____

PROGRAM FUNDED: _____

PROGRAM ACTIVITIES:

(Include information on accomplishments and concerns corresponding to your program's objectives and goals).

AGENCY ACTIVITIES:

(Brief summary of all other programs operated by agency):

Other:

(Include any other information or attachments about your program i.e. newsletters, letters of support from community, etc.)

Did the agency have a board vacancy during this quarter?

Prepared by: _____

Date: _____

EXHIBIT G
FUNDING SOURCES REPORT

Please list amounts received for this program from all funding sources:

CDBG	\$_____
Section 108 Loan Guarantee	\$_____
Other Consolidated Plan Funds (HOME, ESG, HOPWA)	\$_____
Other Federal Funds	\$_____
State/Local Funds	\$_____
Private Funds	\$_____
Other _____	\$_____

EXHIBIT H

TYPE OF ASSISTANCE PROVIDED REPORT

_____ **New Services**--Number of unduplicated persons assisted with new access to a service

_____ **Improved Services**--Number of unduplicated persons assisted with improved access to a service (or continued if funding in prior year)

_____ **Enhanced quality of Services**--Number of unduplicated persons, where the public service activity will meet a quality standard or will measurably improve quality, report on the number of persons that no longer only have access to a substandard service

_____ **Bed Created**--Number of beds created in overnight/emergency shelter

- Number of homeless persons given overnight shelter _____

Definitions:

- Number of persons assisted with **new access** to a service
 - New access to a service is when a service is offered for the first time. This indicator would be used in the instance when a public service has not previously been available to these households. For instance, the grantee might elect to fund a new job transportation program for working mothers. No such program currently exists in the jurisdiction and so this is access to a new service for these households.
- Number of persons assisted with **improved access** to a service.
 - Improved access to a service is when a service was offered, but the public service activity allowed the grantee to expand the service, in terms of size, capacity, or location. For instance, assume that an existing meals on wheels program only provided lunch and the expanded service provides lunch and dinner service. For these elderly households, this would constitute improved access. If a guarantee is refunding an ongoing program, the improved access indicator is generally used.
- Where the public service activity was used to meet a quality standard or measurable improved quality, report on the number of persons that **no longer** have access to a **substandard service**.
- The number of beds created in overnight shelter or other emergency housing.

December 8, 2022
Item No. 10.6.
Ordinance Extending Mayoral Disaster Declaration

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance consenting to and extending the Mayor's renewal of a disaster declaration due to a public health emergency.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff recommends that Council adopt the ordinance.

Summary: On March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV-2 (COVID-19).

On March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19.

On March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020.

On March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020. On March 30, 2020, the College Station City Council adopted an ordinance consenting and approving the Second Mayoral Order.

On April 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal.

On May 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal.

On June 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the Mayor's June 22, 2020, Disaster Declaration Renewal.

On June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating face coverings for commercial entities until Friday, July 10, 2020. On July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings.

On July 22, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the Mayor's July 22, 2020, Disaster Declaration Renewal.

On August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls.

On August 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the Mayor's August 21, 2020, Disaster Declaration Renewal.

On September 21, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the Mayor's September 21, 2020, Disaster Declaration Renewal.

On October 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the Mayor's October 20, 2020, Disaster Declaration Renewal.

On November 20, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the Mayor's November 20, 2020, Disaster Declaration Renewal.

On December 7, 2020, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the Mayor's December 7, 2020, Disaster Declaration Renewal.

On January 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the Mayor's January 8, 2021, Disaster Declaration Renewal.

On February 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the Mayor's February 8, 2021, Disaster Declaration Renewal.

On March 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the Mayor's March 8, 2021, Disaster Declaration Renewal.

On April 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the Mayor's April 6, 2021, Disaster Declaration Renewal.

On May 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the Mayor's May 7, 2021, Disaster Declaration Renewal.

On June 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the Mayor's June 7, 2021, Disaster Declaration Renewal.

On July 2, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the Mayor's July 2, 2021, Disaster Declaration Renewal.

On August 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the Mayor's August 6, 2021, Disaster Declaration Renewal.

On September 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the Mayor's September 6, 2021, Disaster Declaration Renewal.

On October 7, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On October 14, 2021, the College Station City Council consented with Ordinance 2021-4301 to the Mayor's October 7, 2021, Disaster Declaration Renewal.

On November 8, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the Mayor's November 8, 2021, Disaster Declaration Renewal.

On December 6, 2021, the Mayor of College Station issued a renewal to the Disaster Declaration. On December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the Mayor's December 6, 2021, Disaster Declaration Renewal.

On January 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On January 13, 2022, the College Station City Council consented with Ordinance 2021-4326 to the Mayor's January 7, 2022, Disaster Declaration Renewal.

On February 7, 2022, the Mayor of College Station issued a renewal to the Disaster Declaration. On February 10, 2022, the College Station City Council consented with Ordinance 2021-4334 to the Mayor's February 7, 2022, Disaster Declaration Renewal.

On March 7, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On March 10, 2022, the College Station City Council consented with Ordinance 2021-4337 to the Mayor's March 7, 2022, Disaster Declaration Renewal.

On April 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On April 14, 2022, the College Station City Council consented with Ordinance 2024-4345 to the Mayor's April 8, 2022, Disaster Declaration Renewal.

On May 13, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On May 18, 2022, the College Station City Council consented with Ordinance 2024-4354 to the Mayor's May 13, 2022, Disaster Declaration Renewal.

On June 6, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On June 9, 2022, the College Station City Council consented with Ordinance 2024-4359 to the Mayor's June 6, 2022, Disaster Declaration Renewal.

On July 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On July 14, 2022, the College Station City Council consented with Ordinance 2024-4370 to the Mayor's July 8, 2022, Disaster Declaration Renewal.

On August 8, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On August 11, 2022, the College Station City Council consented with Ordinance 2024-4376 to the Mayor's August 8, 2022, Disaster Declaration Renewal.

On September 2, 2022, the Mayor of College Station issued a renewal of the Disaster Declaration. On September 8, 2022, the College Station City Council consented with Ordinance 2022-4386 to the September 2, 2022, Disaster Declaration Renewal.

On October 7, 2022 the Mayor of College Station issued a renewal of the Disaster Declaration. On October 13, 2022, the College Station City Council consented with Ordinance 2022-4393 to the October 7, 2022, Disaster Declaration Renewal.

On November 7, 2022 the Mayor of College Station issued a renewal of the Disaster Declaration. On November 10, 2022, the College Station City Council consented with Ordinance 2022-4402 to the November 7, 2022, Disaster Declaration Renewal

On December 5, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, July 14, 2022, August 8, 2022, September 7, 2022, October 7, 2022 and November 7, 2022. The conditions necessitating the declaration of a state of disaster and mayoral orders continue to exist. The Council needs to consent to and approve the Mayor's Disaster Declaration renewal.

Budget & Financial Summary: N/A

Attachments:

1. December 8 Disaster Declaration Renewal Ordinance

ORDINANCE NO. _____

DISASTER DECLARATION RENEWAL AND EXTENSION ORDINANCE

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, and July 22, 2020; and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020 and August 21, 2020; and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020; and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, and April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the May 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021 and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, and August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021; and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022; and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, and January 7, 2022 and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022 and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022; and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, and June 6, 2022; and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on September 2, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022; and

WHEREAS, on September 8, 2022, the College Station City Council consented with Ordinance 2022-4386 to the September 2, 2022, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022, and September 2, 2022; and

WHEREAS, on October 13, 2022, the College Station City Council consented with Ordinance 2022-4393 to the October 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on November 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022, September 2, 2022, and October 7, 2022; and

WHEREAS, on November 10, 2022, the College Station City Council consented with Ordinance 2022-4402 to the November 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on December 5, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021; June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7; 2022, April 8, 2022, June 6, 2022, July 8, 2022, August 8, 2022, September 2, 2022, October 7, 2022, and November 7, 2022; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW THEREFORE, BE IT ORDERED BY THE CITY COUNCIL OF COLLEGE STATION:

1. That the state of disaster renewal proclaimed by the Mayor on December 5, 2022, as set out in **Exhibit A** is consented to and extended by the College Station City Council and shall continue until terminated by the College Station City Council.
2. This Ordinance is passed as an emergency measure and pursuant to local authority for emergency measures and shall become effective on the 8th day of December, 2022.

PASSED AND ADOPTED, this 8th day of December, 2022.

APPROVED:

ATTEST:

Mayor

City Secretary

APPROVED:

City Attorney

EXHIBIT A

DISASTER RENEWAL PROCLAIMED BY THE MAYOR ON DECEMBER 5, 2022



DECLARATION OF DISASTER RENEWAL

WHEREAS, on March 17, 2020, the Mayor of College Station issued a proclamation declaring a state of disaster for the City of College Station resulting from the threat of a public health emergency resulting from coronavirus disease 2019, now designated SARS-CoV2, (COVID-19); and

WHEREAS, on March 18, 2020, the Mayor of College Station issued an order closing all bars, limiting restaurants to only take-out, drive-through, or delivery services and amended the declaration to limit gatherings to less than ten (10) people in the best interest of the public health, safety and welfare to protect life in College Station in response to COVID-19; and

WHEREAS, on March 23, 2020, the College Station City Council adopted an Extension of Disaster Ordinance with Ordinance No. 2020-4164 extending the March 17, 2020, Disaster Declaration and extending the Mayor's Order of March 18, 2020; and

WHEREAS, on March 23, 2020, the Mayor of College Station issued a Second Mayoral Order mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on March 30, 2020, the College Station City Council consented with Ordinance No. 2020-4166 to the Second Mayoral Order of March 23, 2020, mandating the citizens of College Station to shelter in place until Tuesday, April 7, 2020; and

WHEREAS, on April 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, the order and amended disaster declaration proclaimed by the Mayor on March 18, 2020, both consented to and extended by the City Council on March 23, 2020, in Ordinance No. 2020-4164; and

WHEREAS, on April 23, 2020, the College Station City Council consented with Ordinance 2020-4169 to the Mayor's April 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on May 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, and April 21, 2020; and

WHEREAS, on May 28, 2020, the College Station City Council consented with Ordinance 2020-4181 to the Mayor's May 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, and May 22, 2020; and

WHEREAS, on June 25, 2020, the College Station City Council consented with Ordinance 2020-4195 to the June 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on June 25, 2020, the Mayor of College Station issued a Third Mayoral Order mandating commercial entities to require face coverings from: 6:00 A.M., Monday, June 29, 2020, and ending at 11:59 P.M., Friday, July 10, 2020; and

WHEREAS, on July 9, 2020, the College Station City Council consented with Ordinance No. 2020-4197 to the Third Mayoral Order of June 25, 2020, mandating commercial entities to require face coverings; and

WHEREAS, on July 22, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, and June 22, 2020; and

WHEREAS, on July 23, 2020, the College Station City Council consented with Ordinance 2020-4203 to the July 22, 2020, Disaster Declaration Renewal; and

WHEREAS, on August 13, 2020, the Mayor of College Station issued a Fourth Mayoral Order delegating authority to the Texas A&M University President to approve gatherings over 10 people on state lands and facilities it owns or controls; and

WHEREAS, on August 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; and July 22, 2020, and

WHEREAS, on August 27, 2020, the College Station City Council consented with Ordinance 2020-4209 to the August 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on September 21, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020; July 22, 2020, and August 21, 2020, and

WHEREAS, on September 24, 2020, the College Station City Council consented with Ordinance 2020-4211 to the September 21, 2020, Disaster Declaration Renewal; and

WHEREAS, on October 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, and September 21, 2020, and

WHEREAS, on October 22, 2020, the College Station City Council consented with Ordinance 2020-4220 to the October 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on November 20, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and

WHEREAS, on November 23, 2020, the College Station City Council consented with Ordinance 2020-4226 to the November 20, 2020, Disaster Declaration Renewal; and

WHEREAS, on December 7, 2020, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, and November 20, 2020, and

WHEREAS, on December 10, 2020, the College Station City Council consented with Ordinance 2020-4231 to the December 7, 2020, Disaster Declaration Renewal; and

WHEREAS, on January 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, and December 7, 2020, and

WHEREAS, on January 14, 2021, the College Station City Council consented with Ordinance 2021-4239 to the January 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on February 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, and January 8, 2021, and

WHEREAS, on February 11, 2021, the College Station City Council consented with Ordinance 2021-4240 to the February 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on March 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, and February 8, 2021, and

WHEREAS, on March 11, 2021, the College Station City Council consented with Ordinance 2021-4246 to the March 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on April 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020,

September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021; and

WHEREAS, on April 8, 2021, the College Station City Council consented with Ordinance 2021-4258 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on May 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, and March 8, 2021, April 6, 2021; and

WHEREAS, on May 13, 2021, the College Station City Council consented with Ordinance 2021-4263 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on June 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, and October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, and May 7, 2021; and

WHEREAS, on June 10, 2021, the College Station City Council consented with Ordinance 2021-4271 to the April 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on July 2, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, and June 7, 2021; and

WHEREAS, on July 8, 2021, the College Station City Council consented with Ordinance 2021-4275 to the June 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on August 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, and July 2, 2021; and

WHEREAS, on August 12, 2021, the College Station City Council consented with Ordinance 2021-4288 to the August 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on September 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021,

February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, And August 6, 2021; and

WHEREAS, on September 9, 2021, the College Station City Council consented with Ordinance 2021-4299 to the September 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, and September 6, 2021; and

WHEREAS, on October 14, 2021, the College Station City Council consented with Ordinance 2021-4304 to the October 7, 2021, Disaster Declaration Renewal; and

WHEREAS, on November 8, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, and October 7, 2021; and

WHEREAS, on November 11, 2021, the College Station City Council consented with Ordinance 2021-4313 to the November 8, 2021, Disaster Declaration Renewal; and

WHEREAS, on December 6, 2021, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, and November 8, 2021; and

WHEREAS, on December 9, 2021, the College Station City Council consented with Ordinance 2021-4318 to the December 6, 2021, Disaster Declaration Renewal; and

WHEREAS, on January 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021 and

WHEREAS, on January 13, 2022, the College Station City Council consented with Ordinance 2022-4326 to the January 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on February 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022 and

WHEREAS, on February 10, 2022, the College Station City Council consented with Ordinance 2022-4334 to the February 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on March 7, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, and February 7, 2022; and

WHEREAS, on March 10, 2022, the College Station City Council consented with Ordinance 2022-4337 to the March 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on April 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022; and

WHEREAS, on April 14, 2022, the College Station City Council consented with Ordinance 2022-4345 to the April 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on May 13, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, and January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022; and

WHEREAS, on May 18, 2022, the College Station City Council consented with Ordinance 2022-4354 to the May 13, 2022, Disaster Declaration Renewal; and

WHEREAS, on June 6, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, and April 8, 2022, May 13, 2022 and

WHEREAS, on June 9, 2022, the College Station City Council consented with Ordinance 2022-4359 to the June 6, 2022, Disaster Declaration Renewal; and

WHEREAS, on July 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, and June 6, 2022 and

WHEREAS, on July 14, 2022, the College Station City Council consented with Ordinance 2022-4370 to the July 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on August 8, 2022, the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022; and

WHEREAS, on August 11, 2022, the College Station City Council consented with Ordinance 2022-4376 to the August 8, 2022, Disaster Declaration Renewal; and

WHEREAS, on September 2, 2022 the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022, and August 8, 2022; and

WHEREAS, on September 8, 2022, the College Station City Council consented with Ordinance 2022-4386 to the September 2, 2022, Disaster Declaration Renewal; and

WHEREAS, on October 7, 2022 the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor

on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022, and August 8, 2022, September 2, 2022; and

WHEREAS, on October 13 2022, the College Station City Council consented with Ordinance 2022-4393 to the October 7, 2022, Disaster Declaration Renewal; and

WHEREAS, on November 7, 2022 the Mayor of College Station issued a proclamation pursuant to §418.014 of the Texas Government Code renewing the state of disaster proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020, December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021; July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, and December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022, and July 8, 2022, and August 8, 2022, September 2, 2022, and October 7, 2022; and

WHEREAS, on November 10, 2022, the College Station City Council consented with Ordinance 2022-4402 to the November 7, 2022, Disaster Declaration Renewal; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

WHEREAS, the conditions necessitating declaration of a state of disaster and mayoral orders continue to exist; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Texas Government Code, Chapter 418; and the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated or as stated below; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF COLLEGE STATION:

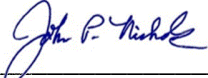
1. Pursuant to §418.014 of the Texas Government Code the state of disaster is hereby renewed as proclaimed by the Mayor on March 17, 2020, April 21, 2020, May 22, 2020, June 22, 2020, July 22, 2020, August 21, 2020, September 21, 2020, October 20, 2020, November 20, 2020 December 7, 2020, January 8, 2021, February 8, 2021, March 8, 2021, April 6, 2021, May 7, 2021, June 7, 2021, July 2, 2021, August 6, 2021, September 6, 2021, October 7, 2021, November 8, 2021, December 6, 2021, January 7, 2022, February 7, 2022, March 7, 2022, April 8, 2022, May 13, 2022, June 6, 2022,

July 8, 2022, August 8, 2022, September 8, 2022, October 7, 2022, and November 7, 2022 are renewed, until terminated by the College Station City Council.

2. Pursuant to §418.108(b) of the Texas Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration, unless continued or renewed by the City Council of College Station.
3. Pursuant to §418.108(c) of the Texas Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the City Secretary.
4. That this proclamation shall take effect on December 5, 2022.

DECLARED this 5th day of December, 2022.

APPROVED:



Mayor

ATTEST:



City Secretary

APPROVED:



City Attorney

December 8, 2022

Item No. 13.1.

Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board, Brazos County Health Dept., Brazos Appraisal District, Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, College Station History Sub-Committee, Compensation and Benefits Committee, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Intergovernmental Committee, Joint Relief Funding Review Committee, Library Board, Metropolitan Planning Organization, Parks and Recreation Board, Planning and Zoning Commission, Regional Mobility Authority Board, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None